

November 23, 2010

Good evening, members of the Oconee County Council. My name is Glen McPheeters, and I live in south Oconee County, in Fair Play. Thank you for providing this opportunity to solicit input from the citizens of the county. I know that this isn't something that you are required to do, and want you to know that we appreciate the fact that you do.

Before I address the topic that I have come to speak about, I wanted to express my overall support of the council. I've attended pretty much every council meeting over the past 18 months, and while I may not agree with each and every decision that you make, for the most part, I do. And, knowing that you are all committed to making the best possible decisions for the county, in those instances where we disagree, it's usually because you have access to some information that I am not aware of. Armed with the additional details, we rarely disagree. I commend each of you for the job you do, the commitment each of you have made to the citizens of the county, and the diligence with which you investigate the details associated with the issues you address.

I asked for time on tonight's agenda to make you aware of a situation that is taking place with the Pioneer Rural Water District. My representative, Chairman Dexter, is already aware of this, since he worked with me to try and uncover the mystery. To date we have both been unsuccessful.

The mystery began about 60 days ago when surveyors from Design South began to survey large swaths of private property in South Oconee County. When they began marking property owned by the property owner's association within the development that I reside in, several of us inquired as to what they were doing. To each person that asked, they gave a different answer. To some they said they were doing work for the Corps, to others they said that they were working for Pioneer, and to others they said that they were working for the property owners.

In an effort to understand what they were up to, I both sent e-mail and left voicemail messages for Mr. Terry Pruitt, the General Manager of Pioneer. He

failed to respond to any of my inquiries. I then appealed to my council representative, Reg Dexter for assistance. Reg was not aware of any activity with Pioneer, so he had a letter sent to Pioneer from the county, inquiring what their plans were. Pioneer also chose to ignore the correspondence from the county. Only when another concerned citizen requested information from DHEC under the terms of the Freedom Of Information Act, were we able to secure anything about what Pioneer was up to. The document provided by DHEC is a "Water Treatment Plant Site Selection Report", dated March, 2009, prepared by Design South, and submitted by Pioneer. It details the investigative work that Pioneer has done to evaluate 7 different pieces of property for their suitability for the construction of a raw water intake and pump station facility. Their "field reconnaissance" revealed the existence of three phase power, the soil make-up, the slope and drainage characteristics, distance from their transmission lines, and, most troubling, whether a tributary exists to "discharge treated process wastewater". While a number of qualified sources have indicated that this does not necessarily mean that there is an intention to process and discharge treated sewer wastewater, the document does not make that clear.

As an entity operating as a monopoly, the Pioneer Rural Water District has an obligation to keep both their customers as well as the citizens within the area that they operate, informed of their plans. Since there is no competition for the services that they provide, there is no reason for the secrecy that they are demonstrating...if there is nothing to hide, why are they being so elusive?

I would like to encourage the council to continue to stay on top of this situation, and to perhaps form a closer working relationship with Pioneer, so that they feel more responsible to keep you informed of their activities within the county. I am also submitting a copy of the letter that our state representative, Mr. Don Bowen, sent to DHEC, requesting that they not proceed with the Pioneer submission until such time as public hearings are held, and the details of Pioneer's plans are openly shared with affected residents.

Thank you again for the opportunity to address the County Council.

November 10, 2010

Mr. C. Earl Hunter, Commissioner  
SC Department of Health and Environmental Control  
2600 Bull Street  
Columbia, SC 29201

Dear Earl:

I have been informed by my constituents in the Townville/Fair Play area that Pioneer Water Works is trying to put in "some kind" of facility on approximately a 20-acre site within walking distance of Lake Hartwell. In the spirit of transparency, these people would like to know exactly what is going to be put there and they want to have a community meeting with a Representative from DHEC to explain to them exactly what is going on in their community. I am, by this letter asking you not to issue any permits to Pioneer Water for "any kind" of facility down there until it has been properly vetted with people who live in that area. I am enclosing a copy of all the documentation that they were able to "come across" regarding this issue.

I think that government agencies should work with the public that they serve—as do I! To have a clandestine facility being put in the middle of my constituency is not something that they are happy with and I'm certainly not happy with. So, I am asking you, by this letter, to get personally involved in this issue and send me all your current information that you have with regard to this "proposed" facility.

Looking forward to hearing from you in the not too distant future.

With kindest regards, I am:

Sincerely yours,

Don C. Bowen

DCB/lg



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, November 23, 2010

6:00 PM

Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

*Limited to forty [40] minutes, four [4] minutes per person.*

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

Council may make closing comments directly following the public & extended public comment sessions if time permits.

**PLEASE PRINT**

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1x	JACK T. COLLINS	general
2	<del>XXXXXXXXXX</del>	
3	<del>XXXXXXXXXX</del>	
4	Bonnie S. Payne	North Hwy 11 P.D.O.
5		
6x	Randy SIMPSON	general
7x	BO HORNE	general ~ spoke on project north
8x	JOE JONES	general
9x	Steve Jarrow <small>Sidede Moore</small>	general - also spoke on Project North and BEEP
10x	Bill Hanson	Project North <small>spoke on Project North</small>
11		
12x	Berry Nichols	spoke on project north and general info
13	<del>XXXXXXXXXX</del>	
14x	B. J. Ho	spoke on Flag
15		

Total present

Within a decade after I graduated from college and went to work in corporate America, a few new terms gained favor:

*World Class,  
Outsourcing,  
Off shore sourcing,  
Down sizing*

The dominant theme today is:

## *GLOBALIZATION*

*The term 'New World Order' was considered conspiracy theory a few decades ago, but the term is now commonplace. The frog is being brought to a boil!*

The Oconee County Council is systematically turning up the heat. County government, like state, and federal governments are openly destroying the very basis of the US Constitution and Declaration of Independence, both of which guarantee **'INDIVIDUAL' Liberty and 'PRIVATE' Property Rights.**

<http://www.un.org/esa/dsd/agenda21/>

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# UNITED NATIONS AGENDA 21

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[DESA](#) |

[UN Economic and Social Development](#)

Links to site map

[FAQs](#) |

[Contact](#)

**UN Economic and Social Development  
Division for Sustainable Development**



<http://www.un.org/esa/dsd/agenda21/>

EARTH SUMMIT

AGENDA

21

THE UNITED NATIONS  
PROGRAMME OF ACTION  
FROM RIO



# ***NEVER FORGET:***

*The United States of America was instrumental in the formation of the United Nations and has remained a major participant.*

*Should I believe that the United States is anything less than a 100% participant in the formation of its policies and covenants?*

## Core Publications

### Agenda 21

#### Links to Agenda 21 Chapters

[Cover](#) [TOC](#) [Preamble](#) [Sec I](#) [Sec II](#) [Sec III](#) [Sec IV](#) [Rio Declaration](#)

[Forest Principles](#) [Order](#)

| [عربي](#) | [English](#) | [Français](#) | [Русский](#) | [Español](#)

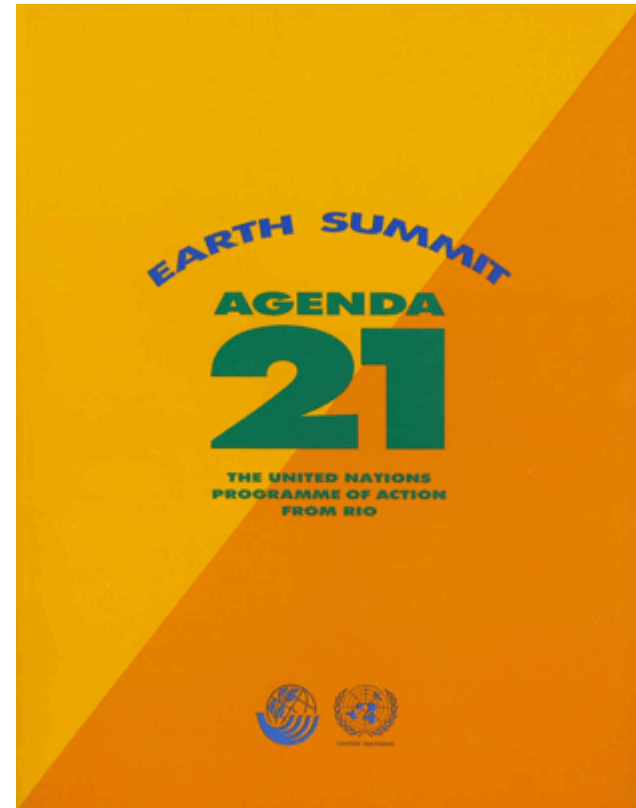
## Agenda21

Agenda 21 is a comprehensive plan of action to be taken globally, nationally and locally by organizations of the United Nations System, Governments, and Major Groups in every area in which human impacts on the environment.

Agenda 21, the [Rio Declaration on Environment and Development](#), and the [Statement of principles for the Sustainable Management of Forests](#) were adopted by more than 178 Governments at the United Nations Conference on Environment and Development (UNCED) held in Rio de Janeiro, Brazil, 3 to 14 June 1992.

The [Commission on Sustainable Development](#) (CSD) was created in December 1992 to ensure effective follow-up of UNCED, to monitor and report on implementation of the agreements at the local, national, regional and international levels. It was agreed that a five year review of Earth Summit progress would be made in 1997 by the [United Nations General Assembly meeting in special session](#).

The full implementation of Agenda 21, the Programme for Further Implementation of Agenda 21 and the Commitments to the Rio principles, were strongly reaffirmed at the World Summit on Sustainable Development (WSSD) held in Johannesburg, South Africa from 26 August to 4 September 2002.



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# Table of Contents

	Chapter	Paragraphs
1.	<a href="#">Preamble</a>	1.1 - 1.6
<b>SECTION I. SOCIAL AND ECONOMIC DIMENSIONS</b>		
*see <a href="#">A/CONF.151/26/REV.1(VOL.I)</a>		
<a href="#">عربى</a>   <a href="#">_____</a>   <a href="#">English</a>   <a href="#">Русский</a>		
A/CONF.151/26/REV.1(VOL.I)/CORR.1		
<a href="#">عربى</a>   <a href="#">_____</a>   <a href="#">English</a>   <a href="#">Français</a>   <a href="#">Русский</a>   <a href="#">Español</a>		
	Chapter	Paragraphs
2.	<a href="#">International cooperation to accelerate sustainable development in developing countries and related domestic policies</a>	2.1 - 2.43
3.	<a href="#">Combating poverty</a>	3.1 - 3.12
4.	<a href="#">Changing consumption patterns</a>	4.1 - 4.27
5.	<a href="#">Demographic dynamics and sustainability</a>	5.1 - 5.66
6.	<a href="#">Protecting and promoting human health conditions</a>	6.1 - 6.46
7.	<a href="#">Promoting sustainable human settlement development</a>	7.1 - 7.80
8.	<a href="#">Integrating environment and development in decision-making</a>	8.1 - 8.54

## SECTION II. CONSERVATION AND MANAGEMENT OF RESOURCES FOR DEVELOPMENT

\*see [A/CONF.151/26/REV.1\(VOL.II\)](#)

[عربى](#) | [English](#)

Chapter	Paragraphs
9. <a href="#">Protection of the atmosphere</a>	9.1 - 9.35
10. <a href="#">Integrated approach to the planning and management of land resources</a>	10.1 - 10.18
11. <a href="#">Combating deforestation</a>	11.1 - 11.40
12. <a href="#">Managing fragile ecosystems: combating desertification and drought</a>	12.1 - 12.63
13. <a href="#">Managing fragile ecosystems: sustainable mountain development</a>	13.1 - 13.24
14. <a href="#">Promoting sustainable agriculture and rural development</a>	14.1 - 14.104
15. <a href="#">Conservation of biological diversity</a>	15.1 - 15.11
16. <a href="#">Environmentally sound management of biotechnology</a>	16.1 - 16.46
17. <a href="#">Protection of the oceans, all kinds of seas, including enclosed and semi-enclosed seas, and coastal areas and the protection, rational use and development of their living resources</a>	17.1 - 17.136
18. <a href="#">Protection of the quality and supply of freshwater resources: application of integrated approaches to the development, management and use of water resources</a>	18.1 - 18.90
19. <a href="#">Environmentally sound management of toxic chemicals, including prevention of illegal international traffic in toxic and dangerous products</a>	19.1 - 19.76
20. <a href="#">Environmentally Sound Management of Hazardous Wastes, Including Prevention of Illegal International Traffic in Hazardous Wastes</a>	20.1 - 20.46
21. <a href="#">Environmentally sound management of solid wastes and sewage-related issues</a>	21.1 - 21.49
22. <a href="#">Safe and environmentally sound management of radioactive wastes</a>	22.1 - 22.9

# Comprehensive Plan

## Goals

Population Element

Natural Resource Element

Cultural Resource Element

Community Facilities Element

Housing Element

Economic Development Element

Land Use Element

Transportation Element

Priority Investment Element

**OCONEE COUNTY, SOUTH CAROLINA**

First Reading : January 19, 2010

Second Reading: September 7, 2010

Public Hearing: October 19, 2010

Adopted: November 9, 2010



## **Goal # 1**

**Preserve, protect, and enhance the quality and quantity of Oconee County's natural resources.**

## **Goal #2**

**Identify, develop and utilize all tools and funding sources necessary to meet the present and future economic development needs of Oconee County.**

## **Goal #3**

**Establish an efficient, equitable, and mutually compatible distribution of land uses that complements Oconee County's traditionally rural lifestyle, yet supports sustainable economic development, protects the environment, and manages future growth and changes.**

## **Goal #4**

**Manage our community facilities, infrastructure, and public resources in a manner that ensures both the existing population and future generations may enjoy the benefits and economic opportunities that make Oconee County an attractive and affordable place to live.**

## Goal #5

Expand appreciation for the arts, cultural heritage, significant natural features, and historic treasures in a manner that both enhances our lifestyle and promotes sustainable economic prosperity.

# Declaration of Independence

*(Adopted by Congress on July 4, 1776)*

The Unanimous Declaration  
of the Thirteen United States of America

When, in the course of human events, it becomes necessary for one people to dissolve the political bonds which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the laws of nature and of nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are **life, liberty and the pursuit of happiness**. That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed.

# The Constitution of the United States of America and Amendments

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

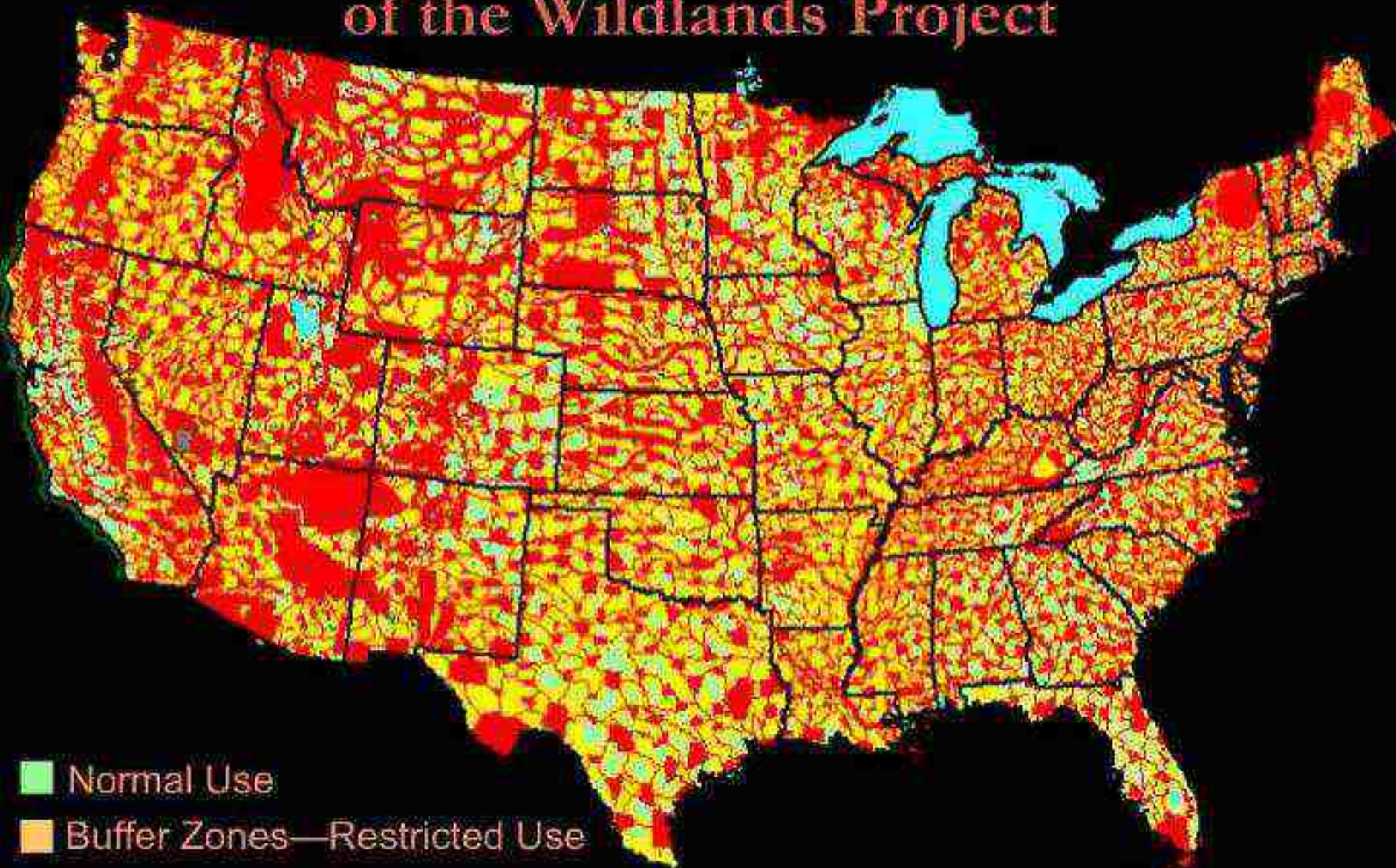
## Amendment 5

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, **nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.**

## Amendment 14

1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of **life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.**

# The Ultimate Goal of the Wildlands Project



- Normal Use
- Buffer Zones—Restricted Use
- Core Wildland Reserves—No Use

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and Stewards of the Range, Meridian, Idaho  
Constructed by Environmental Perspectives, Inc., Bangor, Maine

It is not County Council's role to create jobs, redistribute the wealth of Oconee County taxpayers, or extend favors to friends and associates. It is the role of ALL governments to create conditions that are conducive to Free Enterprise. History has demonstrated that Free Enterprise works, if politicians stay out of the way.

At the specific request of a number of people, the next Seneca Tea Party Meeting scheduled for December 9, 2010 will delve more deeply into the text of Agenda 21 and the actions of a number of NGOs and governments whose agenda parallels it.

I personally invite each member of council to attend.



Landrich Appraisal  
 P.O. Box 1148  
 Seneca, SC 29679  
 (854) 885-0467

December 21, 2009

Oconee County  
 415 S. Pine Street  
 Walhalla, SC 29689

Re: Property: ~416.07 Acres - S Highway 111  
 Westminster, SC 29688  
 Borrower: Oconee County  
 File No.: K09138

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements; a locational analysis of the neighborhood and city; and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

**Final Opinion Of Value As Of December 21, 2009 \*\*\*\$2,656,000\*\*\***

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

*Keith Hart*  
 Keith Hart  
 SC L-1884

## AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this 18 day of November, 2010 ("Effective Date"), by and between ENGLAND PROPERTIES LP ("Seller") and THE COUNTY OF OCONEE ("Purchaser")

### RECITALS

A. Seller is the owner in fee simple of that certain 4.5+ acre tract or parcel of land on Highway 11 near the Town of Westminster, in the County of Oconee, State of South Carolina known as the "Highway 11 England Farm" and having tax map no. 221-00-01-001 ("Land");

B. Purchaser desires to purchase from Seller the Property (as described below), and Seller desires to sell and convey the same to Purchaser;

### AGREEMENT

1. **PROPERTY.** Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") pursuant to the terms and conditions set forth herein. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, spur tracks and reversions; and
- (c) All improvements on or within the Land, including without limitation, the systems, fixtures and equipment installed on the Land and/or the improvements on or within the Land.

2. **PURCHASE PRICE.** The purchase price for the Property shall be TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100THS (\$2,500,000.00) ("Purchase Price"), payable as follows:

(a) **Earnest Money.** Simultaneously with the execution of this Agreement, Purchaser shall pay to McNair Law Firm, P.A. ("Escrow Agent") the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, which shall be held in trust as an earnest money deposit. All earnest money tendered pursuant to this Agreement shall be held and applied in accordance with the terms of this Agreement. Escrow Agent shall deposit all earnest money deposits in a non-interest bearing account. All earnest money deposits tendered under this Agreement are referred to in this Agreement as the "Earnest Money".

(b) **Balance of Purchase Price.** The balance of the Purchase Price less the credit set forth above shall be paid at Closing.

be void, the Earnest Money shall be promptly refunded to Purchaser, and neither party shall have any further obligation hereunder.

(c) Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days after the Effective Date to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(i) To conduct any and all inspections, engineering and feasibility studies which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Purchaser agrees to hold Seller harmless from any and all costs and expenses incurred in relation to the inspections and studies described herein, and agrees to return the Property to its present condition.

(ii) To obtain such Phase I Environmental Audit which shows that the Property is free of hazardous materials. The cost shall be borne by Purchaser.

(d) Financing. Purchaser shall obtain financing for the purchase of the Property through the issuance and sale of bonds for financial terms and conditions acceptable to Purchaser.

(e) Appraisal. Purchaser shall obtain an appraisal from an appraiser acceptable to Purchaser which appraises the Property at an amount equal to or greater than the Purchase Price.

(f) Wetlands Study. Purchaser shall obtain a wetlands study acceptable to Purchaser which confirms that the wetlands, if any, on the Property shall not materially impair or restrict the future development of the Property.

6. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than December 31, 2010 or sooner at the option of the Purchaser. The Closing shall take place at the offices of Purchaser's counsel or at such other location as agreed to between the parties.

7. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy. Purchaser shall pay for the cost of the survey. Seller shall cause the release of the Property from all loans secured by the Property, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate

# Project North in Oconee County



SC ROUTE 11

CHEROKEE FOOTHILLS SCENIC HWY.

To WALTHAM



# Project North - Site Location Map

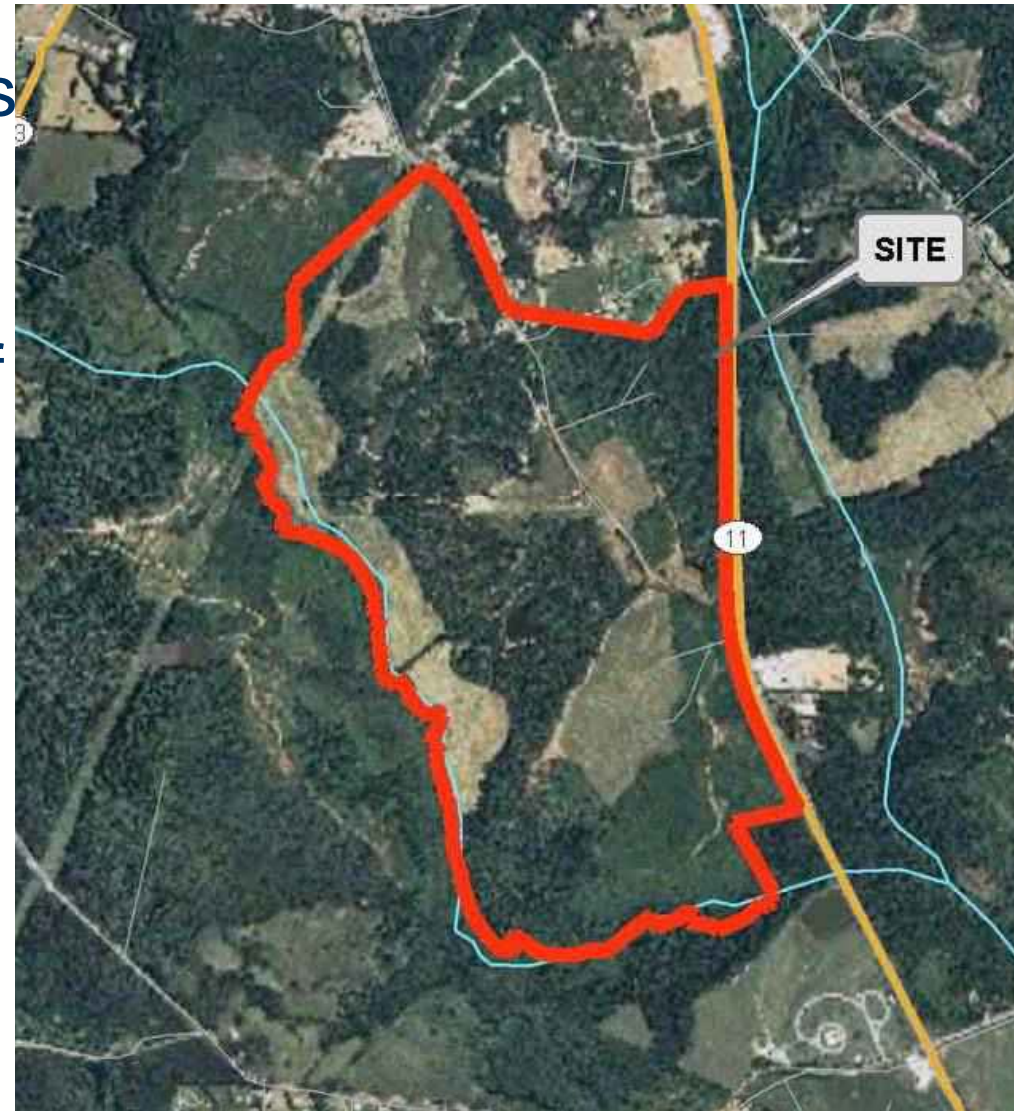
- Located Between 3 Largest Population Centers in Oconee County
- Located along SC Highway 11 Cherokee Foothills Scenic Highway
- Located 15 Miles From I-85 Exit 1
- Located 3 Miles From US 76 /123





# Project North – Aerial Photo

- Property is comprised of Wooded and Agricultural Areas
- Adjacent Land Uses Consist of Woodlands, Light Commercial and Residential.
- Boundary Survey Completed October 2010
- Total Acreage = 407.26 Ac.



# Project North – Preliminary Subsurface Exploration



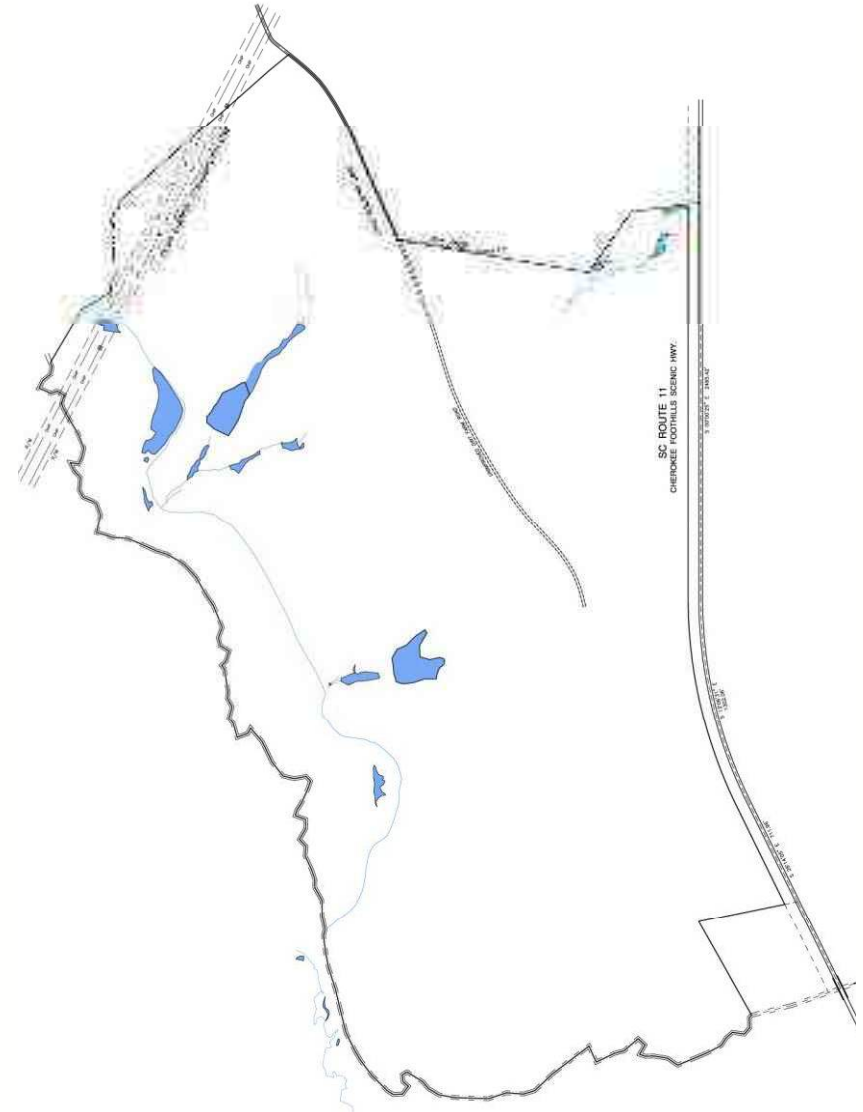
- 20 Test Borings Performed  
Depth Range 15'-30'
- 1 Boring (B-1) Encountered  
Rock At 15.5' Deep
- 1 Boring (B-2) Encountered  
Groundwater At 18' Deep
- On Site Soils Properly  
Prepared Can Support  
Conventional Slab on Grade  
Foundations





# Project North – Wetlands Delineation/Survey

- Wetland Delineation & Survey Completed October 2010
- 16 Separate Wetlands Totaling 6.171 Acres
- 17,739 Linear Feet of Relatively Permanent Waters
- Coneross Creek Forms Western and Southern Property Boundary

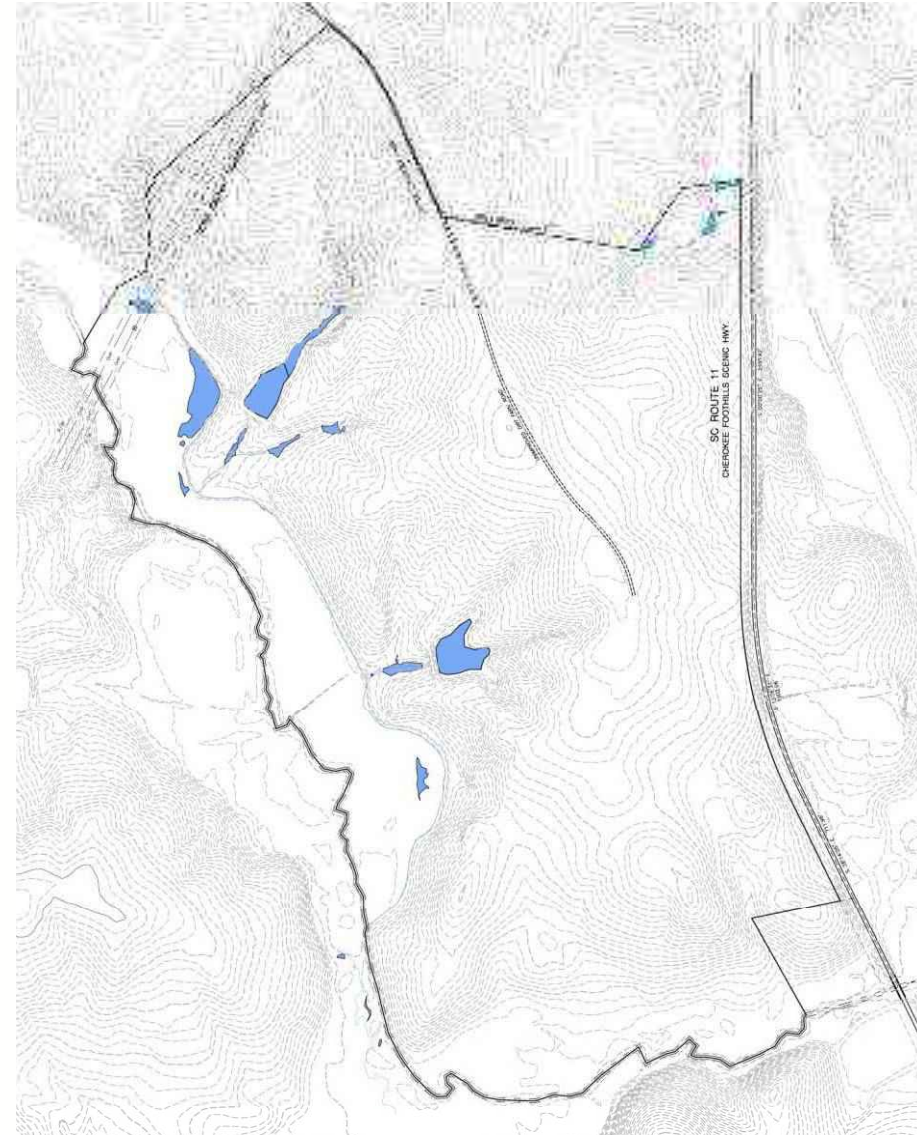






# Project North – Topographic Survey

- Aerial Topographic Survey 4' Contours Shown
- Ridge In Middle of Site Site Slopes Towards Coneross Creek
- Elevation Ranges From 904 MSL to 780 MSL Total Difference 124'





# Project North – Environmental Reports

- All Environmental Reports Completed & No Issues
- Reports Required In Order To Apply For Federal Funding
- Federally-Protected Species Report
- Phase 1 ESA
- Cultural Resources Identification Survey



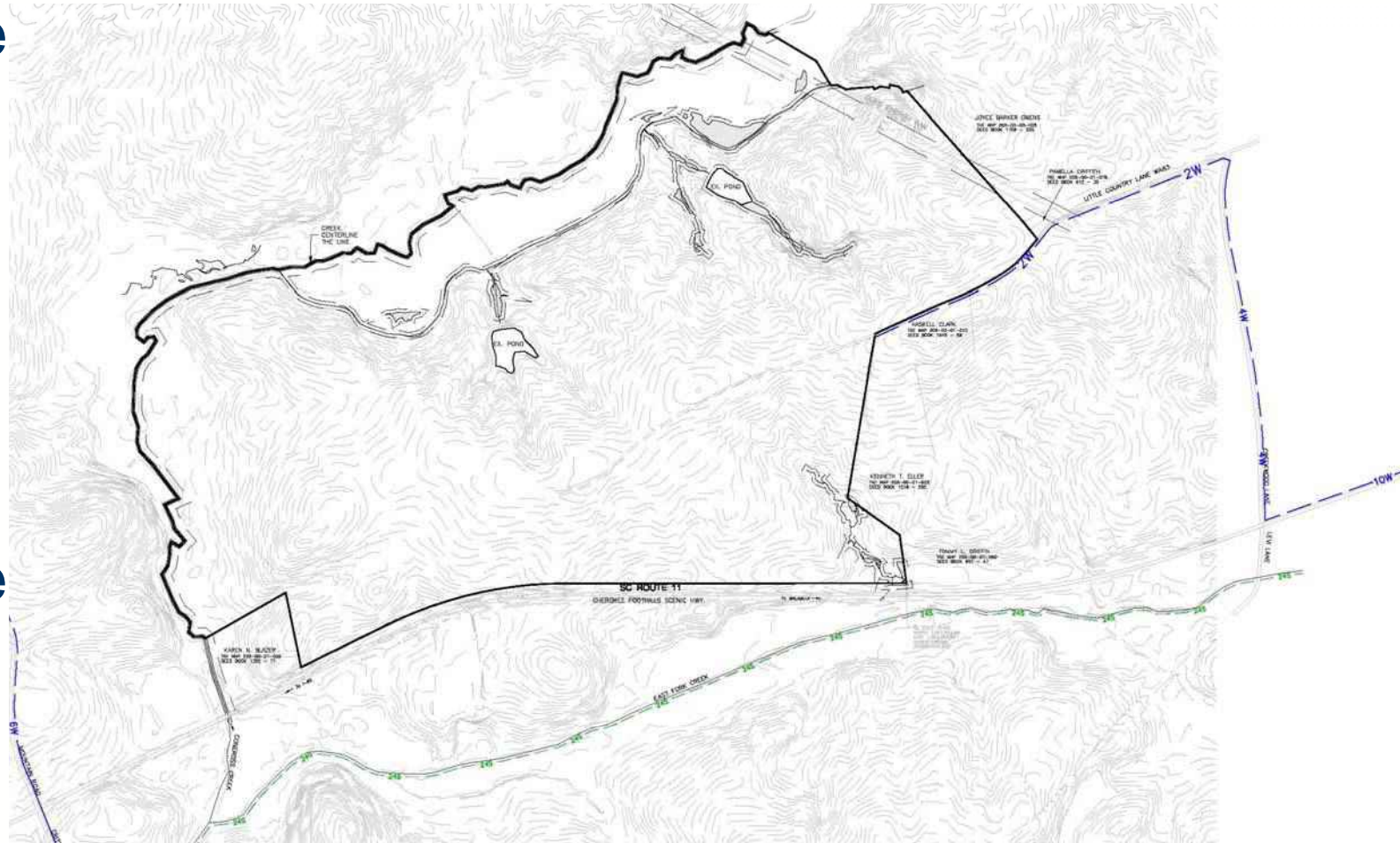
Table 2. Summary and brief description of associated habitat for listed species.

Listed Species in Boone County					
Species	Global Rank	State Rank	Legal Status	Habitat	Results Of Survey
<b>Vascular Plants</b>					
Smooth Cordgrass <i>Spartina patens</i>	G2G3	S3	FE	prairie remnants, open woods, cedar swamps, roadsides, meadows, dry limestone bluffs, and power line rights-of-way, usually on magnesium and calcium rich soils	No Habitat or Species Observed
Small Whorled Pogonid <i>Spartina microcolides</i>	G2	S2	FE	montane oak-hickory forests, cove forests, understory shrubs, and composition of tree and shrub species variable, ranging from dense hardwood dry forests to open grassy shrub and sub shrub strata. Also currently an essentially known to support this species range from 2000 to 4,000 feet in elevation	No Habitat or Species Observed
Parakeet Tulip <i>Tulipa parakeetii</i>	G3	E1	FE	Restricted to the natural/regulated river system in north-east Georgia and typically found on steep slopes growing under dominant oaks ( <i>Quercus</i> spp.) or pines ( <i>Pinus strobus</i> ) in mixed oak-hickory-hickwood in rich, rocky, well drained, covered ravines.	Possible Habitat Observed, but No Species Observed
<b>Vertebrate Animals</b>					
Indiana Myotis <i>Myotis sodalis</i>	G2	S2	FE/SE	Observed in limestone caves (medium sized with large, shallow passage ways and perforated) and open abandoned caves/shells from October to April, during the summer in riparian and flood plain forests under loose bark and dead or dying trees, also have been found under loose bark of living trees and in cavities of dead trees, also most often spend hibernates	No Habitat or Species Observed
Red Wolf <i>Canis rufus</i>	=	=	FE	Before becoming endangered, inhabited prairie, fields, forests, wetlands, presently survive mainly as wolf, raven and introduced populations in accessible woodlands and mountainous areas.	None by Habitat Observed, but No Species Observed



# Project North – Existing Utility Infrastructure

- Water  
Exist 10" Line
- 0.9 MGD  
Excess  
Capacity
- Wastewater  
Exist 21" Line
- 2.8 MGD  
Excess  
Capacity



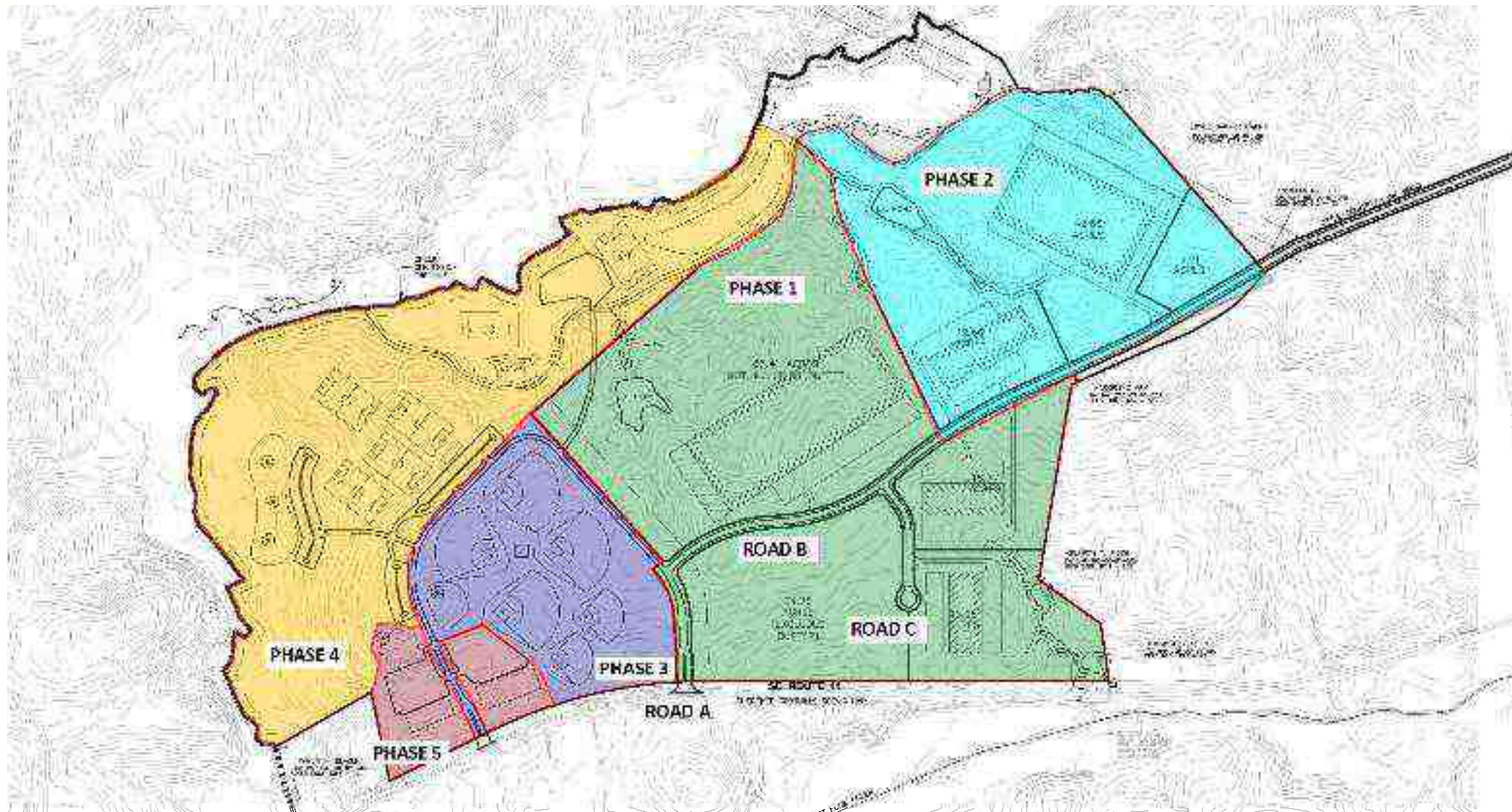


# Project North – Site Engineering Evaluation

- Site Can Sustain Mixed Used Development
- Site Should Be Developed In Phases
- Having Some Infrastructure In Place Initially Will Attract Industry



# Project North – Phasing Plan





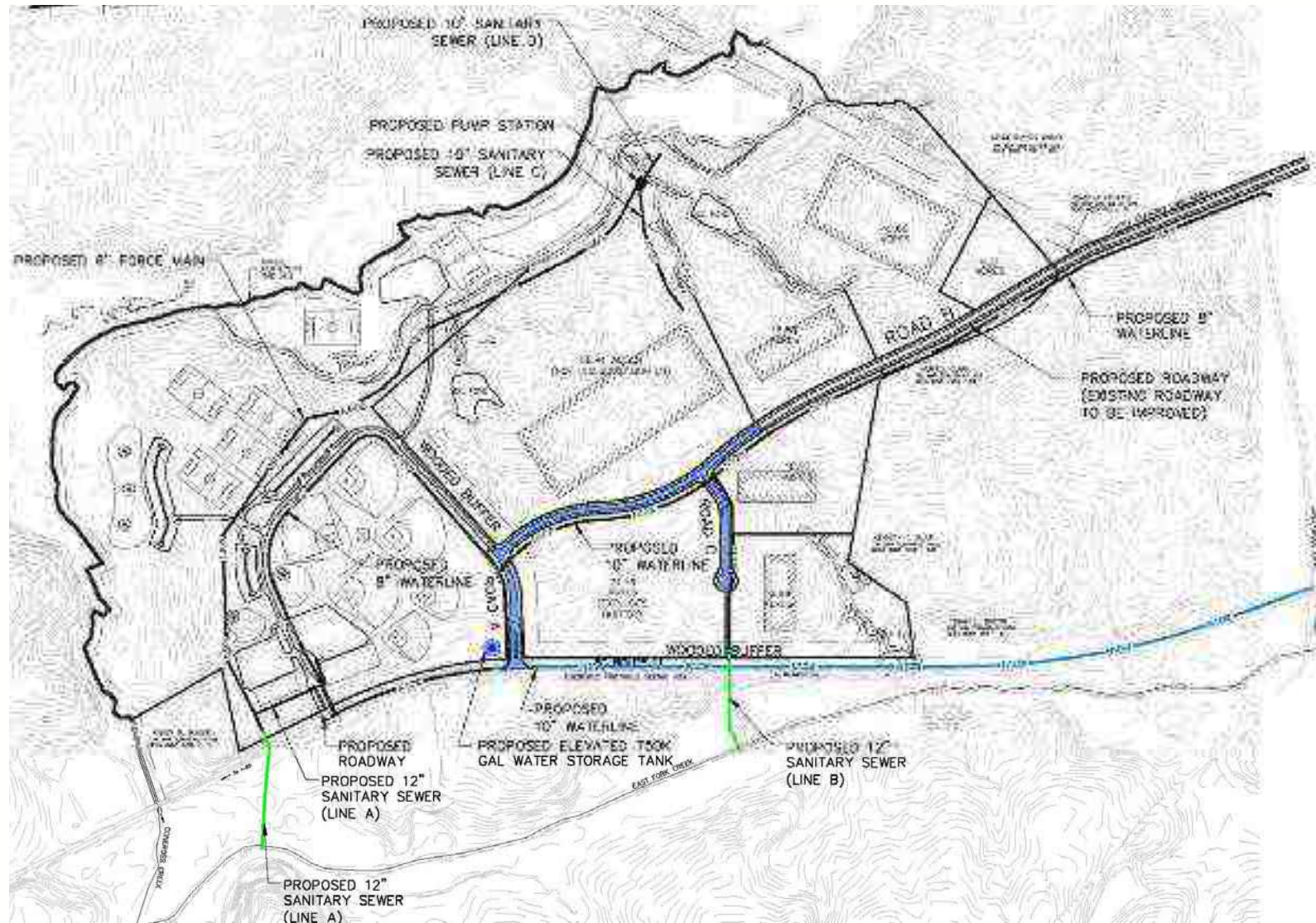
# Project North – Infrastructure Cost

- Phase 1
  - \$2,879,000 Water
  - \$341,000 Wastewater
  - \$2,172,000 Roadway
  - \$5,392,000 Total
- Phase 2
  - \$400,000 Water
  - \$1,107,000 Wastewater
  - \$1,477,000 Roadway
  - \$2,984,000 Total
- Phase 3
  - \$367,000 Water
  - \$86,000 Wastewater
  - \$1,265,000 Roadway
  - \$1,718,000 Total
- Includes Water, Wastewater, & Main Site Roadways
- Does Not Include, Grading, Parking Lots, Or Structures
- Total For All Phases \$10.1 Million



# Project North – Phase 1 Roadway Improvements

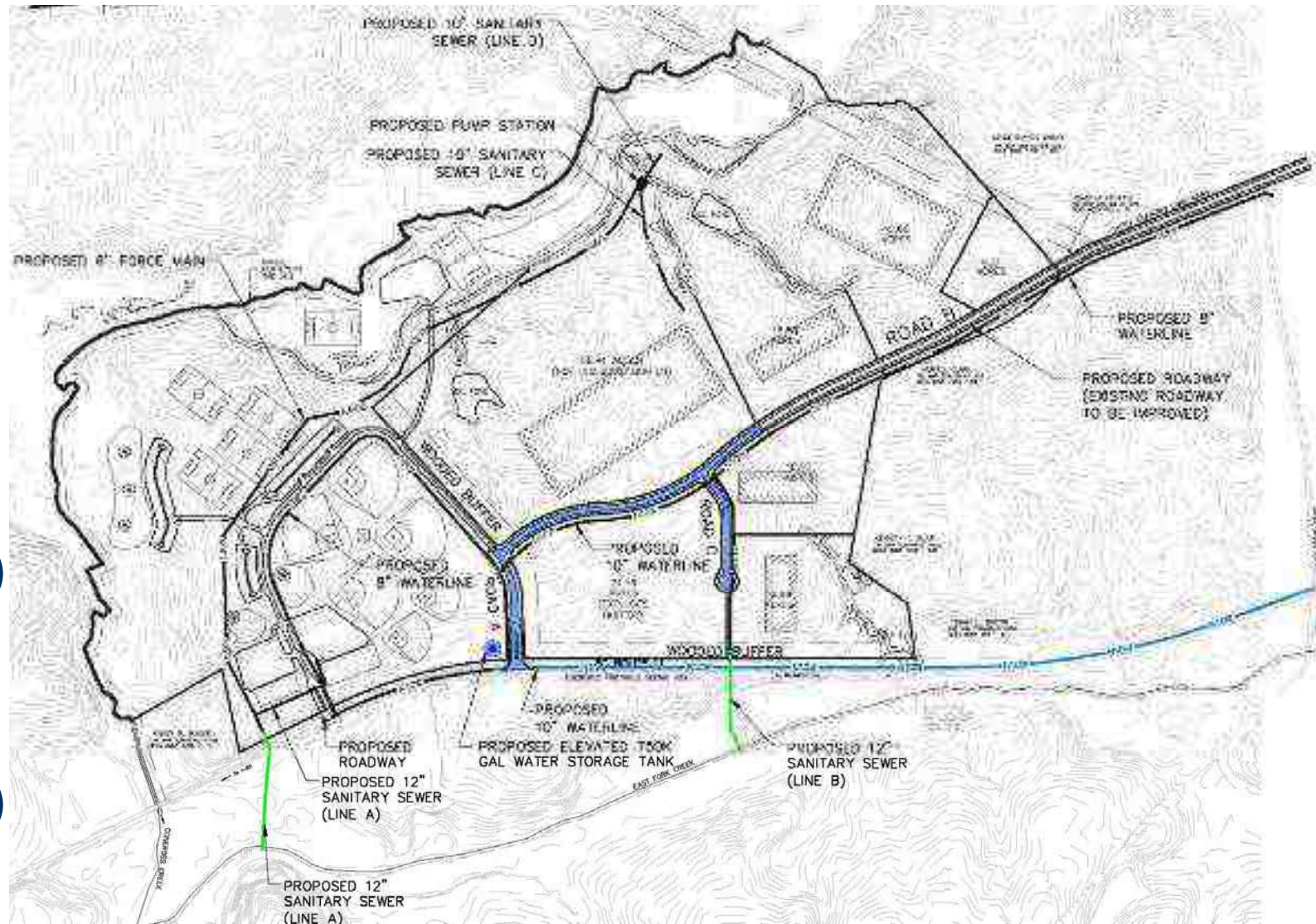
- SC 11  
\$359,000
- Road A  
\$480,000
- Road B  
\$894,000
- Road C  
\$439,000





# Project North – Phase 1 Utility Improvements

- Water Lines  
\$879,000
- Water Tank  
\$2,000,000
- Wastewater  
\$175,000 (A)
- Wastewater  
\$166,000 (B)





# Questions?



bpb  
**BP Barber**  
Engineering • Experience • Excellence  
COLUMBIA • GREENVILLE • CHARLESTON



**PUBLIC HEARING  
SIGN IN SHEET  
OCCONEE COUNTY COUNCIL MEETING  
DATE: November 23, 2010 7:00 p.m.**

The South Carolina Jobs-Economic Development Authority (SC JEDA) and the Oconee County Council are holding this Public Hearing regarding the issuance by SC JEDA [from time to time] of one or more series of its Recovery Zone Facility Revenue Bonds (the "Bonds") in an aggregate principal amount not to exceed \$13,000,000.

The proceeds of the Bonds will be made available to Newer Assisted Living, LLC, a South Carolina limited liability company (the "Borrower"), and will be used to finance the acquisition, construction, improvement and equipping of a senior residential and healthcare facility, to be located in the County at the intersection of S.C. Highway 130 and Nunnons Bridge Road, Salem, South Carolina (the "Project").

The Borrower will be the initial owner of the Project. The Borrower will unconditionally covenant to make payments sufficient to pay the principal of and interest on the Bonds. The Bonds will be payable by the issuer solely and exclusively out of payments to be made by the Borrower. **The Bonds do not constitute an indebtedness of the County, the State of South Carolina, the issuer, or any other political subdivision of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of such entities or a charge against the general credit or taxing powers of any such entity.**

**Council will consider Resolution R2010-19 later in this meeting.**

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wadulla, South Carolina, 29691.

**Please PRINT your name**

X1. Susie Cornelius

2.

X3. BO HORNE

4.

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**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: November 23, 2010 7:00 p.m.**

1. Ordinance #2010-29 [409 S. Church Street & Project Building]
2. Ordinance #2010-31 [Project North Property]

Both Ordinances have the same caption, noted below:

"AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY, TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASES; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS, AND OTHER DOCUMENTS RELATED TO SUCH PURCHASES; AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING FOR THE TOTAL COST OF CONTRACTING FOR AND PURCHASING SUCH PROPERTIES; AND OTHER MATTERS RELATED THERETO"

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

*not here*

*not here*

*not here*

*not here*

	<i>Peopex</i> Ordinance 2010-29	<i>North</i> Ordinance 2010-31
--	---------------------------------------	--------------------------------------

1. <i>Sandy Spaulding</i>		
2. <i>WARD FETROW</i>		<input checked="" type="checkbox"/>
3. <i>-</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. <i>Bozo Richards</i>		<input checked="" type="checkbox"/>
5. <i>Frankie Pearson</i>		<input checked="" type="checkbox"/>
6. <i>JUSIE CORNELIUS</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. <i>Bonnie S. Payne</i>		<input checked="" type="checkbox"/>
8. <i>LARRY LINSIN</i>	<input checked="" type="checkbox"/>	
9. <i>BO HORNE</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10. <i>Deise Blackston</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. <i>BRIT ADAM</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12. <i>B. Harrison</i>		<input checked="" type="checkbox"/>
13. <i>DAVID SMITH</i>		<input checked="" type="checkbox"/>
14. <i>Austin Barton</i>		<input checked="" type="checkbox"/>
15. <i>TOM JITTON</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
16. <i>Tom Markovich</i>		<input checked="" type="checkbox"/>
17. <i>GARY OWENS</i>		<input checked="" type="checkbox"/>
18. <i>LOWEN ROY</i>		<input checked="" type="checkbox"/>
19.		
20.		

Public Hearing comments, Ordinance number 2010-29:

Apparently, some of you just can't resist the desire to make taxpayers buy every "good deal" piece of land that comes along. I'm sure you'll also force us to buy the Propex property, even though what it will cost us and how you will make us pay for it are still "to be determined".

If this property has been offered for sale by professional real estate experts for several years, with no buyers, why do you assume that if taxpayers are forced to buy it, we'll have any better luck selling it than the professionals have had?

We want two guarantees from you before we taxpayers become the unwilling new owners of yet another large piece of speculation land:

First, we want a guarantee from you, in public, that you will never sell the land for one dollar less than we were forced to pay for it. That includes any subsidies, interest, and so-called "partnerships". But that's the easy guarantee. The second is even more serious.

Remembering how you made us invest in the DHEC brownfield situation at Pointe West, We looked into the Propex site's history with DHEC and EPA.

I called DHEC in Columbia, and asked if the Propex site is also in the DHEC database for brownfields. I was told it is, under its former owner, Phillips Fiber Corporation. On page 102 of a county-by-county report, DHEC reported "On site landfill where approximately 100 tons of polypropylene

fabric was buried in 1972", when Phillips Fiber owned and operated the site.

We then went to the EPA website. We checked for "active" Superfund sites, and found zero matches. But a continued search found the Phillips site in the Superfund listing under "archived". There is an EPA Identification number for the site, indicating EPA's involvement in the Superfund program for this site.

I then called EPA in Atlanta and spoke directly with an EPA representative about "active" vs. "archived", and the current status of the former Phillips site (now Propex). I was told that there was no completion file attached to the case file, so there was no record of resolution in the available data. The bottom line here is that the "archived" status has the same connotation as "dormant" or "currently on the back burner". But "archived" does not mean resolved...just inactive for now.

The property was also owned formerly by Amoco, a subsidiary of BP. Other EPA documents for this same site, during its Amoco/BP ownership include a list of "Supplemental Environmental Interests", including identification numbers for "Underground storage tank program" and "Hazardous waste program".

I called Upstate Alliance in Greenville, since the Propex site is being promoted for sale by the Alliance. I asked if this was indeed a brownfield site. Although I was denied an answer to that simple question, a report on the WGOG website soon after contained a request from Upstate Alliance

to our EDC here to identify possible brownfield clean-up sites for grants to "...clean up properties containing hazardous substances and other contaminants for reuse as development". Very curious timing.

Taking us through this history was necessary to make a point. After searching both the DHEC and EPA websites, and speaking directly with representatives of both, it seems obvious that there are at least serious questions concerning the environmental status of the Propex site. As mentioned above, EPA has no completion file attached to the site information, and the site was just moved from "active" to "archived", with no record available to the EPA representative as to resolution and clearance. Was it cleaned up? Maybe so. Or was it just put in limbo for future action by the next owner? Are there contaminants other than the landfill listed, but not yet identified? Will a future buyer be saddled with a massive clean-up bill, or not?

If you vote tonight to force us to buy this site, will we, the new owners, be liable for any clean-up in the future, mandated by DHEC or EPA, before we can turn over ownership to a potential business? Will any new business demand that we pay for a clean-up and an "all clear" from DHEC and EPA before purchase? Is this concern a possible reason why the property has not sold in the years it's been offered?

Reading EPA and DHEC's own documents, and talking to their own representatives, we don't need to be soil scientists, environmental engineers or hazardous waste experts to have

questions and concerns about the potential liability that may fall on any future buyers of this site, including the 70,000 of us who will be the new owners. We need a complete, final clearance from both DHEC and EPA that this case is closed, their findings (whatever they may be) have been completely resolved, and that not one dollar of taxpayer money will be required of us in the future to pay for an environmental problem that was caused by a private company, and should have been paid for by that company. Do not obligate us to buy this site without the guarantee that we have that "all clear" in writing. If, in the future, we are forced to pay huge amounts of money for environmental clean-up, inspection, possible litigation, lawsuits or other expenses on this land you made us buy, we will remember who did this to us. I am asking that the DHEC and EPA documents referenced, and these comments be made a part of the record of this hearing.

Larry Linsin

November 23, 2010



# Superfund

http://cfpub2.epa.gov/supercpad/cursites/csitinfo.cfm?id=0403296  
Last updated on Friday, August 20, 2010

For more information: [EPA Home](#) | [Superfund](#) | [Sites](#) | [Superfund Information Systems](#) | [Search Superfund Site Information](#)

## Search Superfund Site Information

### PHILLIPS FIBER CORP

#### Site Information

[Site Info](#) | [Aliases](#) | [Operable Units](#) | [Contacts](#)  
[Actions](#) | [Contaminants](#) | [Site-Specific Documents](#)

**This site has been archived from the inventory of active sites.**

**Site Name:** PHILLIPS FIBER CORP  
**Street:** SHILOH RD  
**City / State / ZIP:** SENECA, SC 29676

**NPL Status:** Not on the NPL  
**Non-NPL Status:** NFRAP-Site does not qualify for the NPL based on existing information

**EPA ID:** SCD049126055  
**EPA Region:** 04  
**County:** OCONEE

**Federal Facility Flag:** Not a Federal Facility

[Return to Search Results](#)

[Return to Search Superfund Site Information](#)

[OSWER Home](#) | [Superfund Home](#)

URL: <http://cfpub2.epa.gov/supercpad/cursites/csitinfo.cfm>  
This page design was last updated on Tuesday, June 23, 2009  
Content is dynamically generated by ColdFusion



http://cfpub.epa.gov/supercpad/cursites/srchrslt.cfm?

start=1&CFID=20725658&CFTOKEN=57771618&sessionid=20301181285078149448456231782&etm=32210



## Superfund

You are here: [EPA Home](#) | [Superfund](#) | [Sites](#) | [Superfund Information Systems Search](#)  
[Superfund Site Information](#)

# Search Superfund Site Information

### Disclaimer:

The CERCLIS Public Access Database contains a selected set of "non-enforcement confidential" information and is updated by the regions every 90 days. The data describes what has happened at Superfund sites prior to this quarter (updated quarterly). This database includes lists of involved parties (other Federal Agencies, states, and tribes), Human Exposure and Ground Water Migration, and Site Wide Ready for Reuse, Construction Completion, and Final Assessment Decision (GPRA-like measures) for fund lead sites. Other information that is included has been included only as a service to allow public evaluations utilizing this data. Independent Quality Assessments may be made of this data by reviewing the QAPP provided by this link: [\(PDF 29pp, 124K\)](#)

## Search Results

### Search Criteria:

Active vs. Archived:	<b>Active</b> <a href="#">What are active and archived sites?</a>
Site Name:	PHILLIPS FAB
Street Address:	320 SHILOH ROAD
City:	SENECA
County:	OCONEE
Region(s):	04

Found 0 site(s) that match your search criteria listed above.

To conduct another search, return to the [Search Superfund Site Information](#) page or request a [Customized SIS Report](#).

[OSWER Home](#) | [Superfund Home](#)

URL: <http://cfpub.epa.gov/supercpad/cursites/srchrslt.cfm>

This page design was last updated on Friday, July 16, 2010.

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Facility Registry System (FRS)  
View the EPA Form | Enter Data | EIS | Search



**Facility Detail Report**



**AMOCO FABRICS & FIBERS COMPANY**

320 SHILOH RD.  
SERVIA, SC 29578  
EPA Registry ID: 11000049565



- Legend**
- National Facility
  - EPA Facility of Interest
  - State/Tribe Facility of Interest

The facility location displayed here from the FRS System Coordinates below. They are the best representative location for the displayed facilities based on the accuracy of the collection method and quality assurance checks performed against each location. The North American Datum of 1983 is used to display all coordinates.

**Environmental Releases**

Information System	Information System ID	Environmental Release Type	Data Source	Last Updated Date	Systemwide Environmental Program
PERMIT COMPLIANCE SYSTEM	SC0000145	NPDES NON-MAJOR	NPDES PERMIT	06/04/1994	
HAZARDOUS WASTE AND SECONDARY ACT (REPAIR USE SYSTEM)	SC000123726	UNSPECIFIED WASTE (INACTIVE)	SCRAP/DO	03/11/2008	
SOUTH CAROLINA - ENVIRONMENTAL FACILITY REGISTRATION SYSTEM	SC000000001	STATE HASHER	SC-EPDS		SC-EPDS-05011 UNDERGROUND STORAGE TANK PROGRAM SC-EPDS-2107300 FRESHWATER POLLUTION SC-EPDS-SC000123726 HAZARDOUS WASTE PROGRAM SC-EPDS-2107300 LABORATORY LICENSATION SC-EPDS-17-0105 X-RAY EQUIPMENT SC-EPDS-010-0010-0010 FOR PROGRAM SC-EPDS-1020-0010-010 AIR PROGRAM SC-EPDS-AIR-01010 AIR PROGRAM
TOXIC RELEASE INVENTORY SYSTEM	SC000000001	TRI REPORTER	TRI REPORTING (2008)	07/01/2009	

Additional EPA Reports: **Environment Enforcement and Compliance Risk Assessment** | **Site Status Report**

**Standard Industrial Classification Codes (SIC)**

Data Source	SIC Code	Description	Primary
PCS	2297	NONWOVEN FABRICS	
TPS	2844	MANMADE ORGANIC FIBERS, EXCEPT CELLULOSE	
TPS	2297	NONWOVEN FABRICS	
SC-EPDS	2297	NONWOVEN FABRICS	

**National Industry Classification System Codes (NAICS)**

Data Source	NAICS Code	Description	Primary
PCS	30522	NONCELLULOSE ORGANIC FIBER MANUFACTURING	
TPS	31329	NONWOVEN FIBRIC MILLS	
PCS	31329	NONWOVEN FIBRIC MILLS	

**Facility Codes and Flags**

EPA Region	04
Plant Number	041126025
Construction District Number	01
Separative District Number	01
HUC Code / Watershed	0260101 / SERVIA
US Mailing Gender Indicator	00
Control Facility	00

**Facility Mailing Addresses**

Attention Type	Delivery Point	City Name	State	Postal Code	Information System
REGULATORY CONTACT	1 NASHVILLE MILLS RD	NASHVILLE	TN	37022	RCRAINFO
CONTACT / AIR IDENTIFIER	320 SHILOH RD	SERVIA	SC	29578	SC-EPDS
PRIMARY MAILING ADDRESS	320 SHILOH ROAD	SERVIA	SC	29578	PCS

Total Landfill					
Alternative Names					
Alternative Name		Source of Data			
ANCOO FABRICS & FIBERS CO - SERVICA PLANT		SC-EPD			
Organizations					
Affiliation Type	Name	OSHA Number	Information System	Mailing Address	
OWNER/OPERATOR		004605079	TRIS		
OWNER	PROPER FABRICS INC		RCRAINFO	View	
OPERATOR	PROPER FABRICS INC		RCRAINFO	View	
PARENT ORGANIZATION	BP AMERICA INC	050596507	TRIS		

Affiliation Type	City	State	Zip	Information System	Mailing Address
OWNER	320 SHILOH RD	SERVICA	SC	29578	SC-EPD
CONTACT / LAB DIRECTOR	320 SHILOH RD	SERVICA	SC	29578	SC-EPD
MAILING ADDRESS	320 SHILOH RD	SERVICA	SC	29578	SC-EPD
FACILITY MAILING ADDRESS	320 SHILOH RD	SERVICA	SC	29578-0000	RCRAINFO
CONTACT	320 SHILOH RD	SERVICA	SC	29578	SC-EPD
OPERATOR	250 THE BUREAU	AUSTIN	TX	78744	RCRAINFO
MAILING ADDRESS	PO BOX 3700	SPRINGFIELD	SC	29154-5700	SC-EPD
FACILITY MAILING ADDRESS	320 SHILOH RD	SERVICA	SC	29578	TRIS

Affiliation Type	Full Name	Office Phone	Information System	Mailing Address
CONTACT / TANK OWNER CONTACT	MATTHEWS, R W	804-362-5882	SC-EPD	
CONTACT / LAB DIRECTOR	POWER, JASON	804-852-5660	SC-EPD	View
COGNIZANT OFFICIAL	ANCOO FABRICS & FIBERS CO.	864-825560	RCR	
CONTACT / RISK REGISTRATION CONTACT	WARREN-PALMER, JULIA	804-852-5660	SC-EPD	
CONTACT / RISK REGISTRATION CONTACT	WARREN-PALMER, JULIA	804-852-5660	SC-EPD	
CONTACT	WARREN-PALMER, JULIA D.	804-852-5660	SC-EPD	View
CONTACT / RISK REGISTRATION	WARREN-PALMER, JULIA D.	804-852-5660	SC-EPD	View
CONTACT	POOTE, LYLE		SC-EPD	View
REGULATORY CONTACT	SHELLEY TADDOCK	2028301490	RCRAINFO	View
CONTACT / LAB DIRECTOR	WARREN-PALMER, JULIA D.	804-852-5660	SC-EPD	View
PUBLIC CONTACT	JULIA D. WARREN-PALMER	8048525660	TRIS	

Query executed on: AUG-20-2010

## Additional information for CERCLIS or TRI sites:

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National Library of Medicine (NLM) [CERCLIS](#) [TRI](#)

COONCE COUNTY LANDFILL SENECA, SC SCD987581945	Landfill with small pit used for waste liquor disposal. Groundwater contamination confirmed.	APP1
PHILLIPS FIBER CORP SENECA, SC SCD009126053	On site landfill where approximately 100 tons of polypropylene fabric was buried in 1972.	APP1
STEVENS, J.F. & CO INC. CLEMSON, SC SCD03149997	Landfill of textile related wastes.	APP1
RURIBAR SANITATION SENECA, SC SCD98102626	Permitted most industrial landfill operated from 1972-79. Since site access was not restricted, unauthorized dumping may have occurred.	APP1

## ORANGEBURG COUNTY



AMERICAN YARD PRODUCT ORANGEBURG, SC SCD051520557	Soils contaminated by spills from tank containing cutting oil. Soils were excavated and properly disposed of. Tests revealed the groundwater was not affected.	L SAVANNAH
CHAMPION INTERNATIONAL CORP. (ORANGE) ORANGEBURG, SC SCD00322177	Prohibited waste solvents (organic) from manufacturing of ponding; waste was sent to the Orangeburg County landfill. Estimated quantity was 300 cu ft.	L SAVANNAH
COX WOOD PRESERVING ORANGEBURG, SC SCD60247130	Wood preserver with a wastewater lagoon - may be contaminated with PENTA.	L SAVANNAH
ELLOREE TOWN LANDFILL ELLOREE, SC SCD957582129	Old City dump with no known hazardous waste deposited.	L SAVANNAH
ETHYL CORPORATION ORANGEBURG, SC SCD003284071	Waste ponds and chemical waste landfill. Contaminated groundwater, surface water and soil.	L SAVANNAH
GA. PACIFIC CORP/FEDERBOARD PLANT BOLLY HILL, SC SCD080599934	Bolly Hill Lumber Company	L SAVANNAH
GREENWOOD MILLS - LINER PLANT ORANGEBURG, SC SCD0044939560	Lagoons and sludge disposal on-site. New Corp. report recommends listing site investigation with medium priority.	L SAVANNAH
HEWITT FARM ROWESVILLE, SC SCD987566320	In-ground mixing of spent sulfuric acid and lime to produce a "fertilizer". Slight heavy metal contamination suspected. Groundwater plume consists of acid water.	L SAVANNAH
HOLLY HILL LUMBER CO. PLYWOOD (GA PACIF) HOLLY HILL, SC SCD980601662	Trench used for the disposal of waste oils.	L SAVANNAH



**LOCATION:** 320 Shiloh Road  
**COMMUNITY:** Seneca, SC  
**COUNTY:** Oconee  
**STATE:** South Carolina

### Description

**BUILDING AREA:** 9,482 Office Square Feet  
 415,558 Mfg / Warehouse Square Feet

423,020 Total Square Feet

**SITE:** 148.0 Acres  
**YEAR BUILT:** 1968 (warehouse add'n in 1991)

**CONDITION:** Average

**PREVIOUS USE:** Nonwoven Fabrics Mfg

**CONSTRUCTION:** Floor: Concrete  
 Walls: Concrete Block & Panels

Columns: See comments

Roof: Membrane / Metal

**CLEAR HEIGHT:** Eaves: 20'  
 Center: 29'

**SPRINKLER:** 30%

**HEAT PORTION:** 40%

**AIR CONDITION:** Office + 193,772 sq ft.

**LIGHTING:** Halogen / Incandescent

**TRUCK DOCKS:** 16. **DRIVE IN DOORS:** 3

### Taxes and Zoning

**TAX DISTRICT:** Oconee County  
**MILLAGE RATE:** 216.7  
**FIRE DISTRICT:** Rural Fire  
**FIRE RATING:** 4  
**ZONING:** Meets Local Land Use Standards

### Sales

**SALE PRICE:** \$2,975,000  
**LEASE PRICE:** Negotiable  
**AVAILABLE:** Immediately  
**CONTACT:** Jim Alexander  
 Oconee Co. Economic Development Comm.  
 864-838-4211



### Utilities

**WATER:** Seneca Light and Water 8"

**GAS:** Fort Hill Natural Gas 3"  
 5" main / 3" line

**SEWER:** Seneca Light and Water 8"

**ELECTRICITY:** Seneca Light and Water

### Transportation and Access

**INTERSTATE ACCESS:** I-85 15.2 Miles

**ALTERNATE HIGHWAY:** I-385 35.0 Miles

**COMMERCIAL AIRPORT:** GSP International 47.8 Miles

**CIVIL AIRPORT:** Oconee County Regional 3.3 Miles

**NEAREST PORT:** Savannah 231 Miles

**RAIL ACCESS:** Norfolk Southern

### Comments

#### For Additional Information Contact:

Eric Miller

Upstate Alliances

Boyventure II

124 Verdae Blvd., Suite 202

Greenville, SC 29607

Phone: 864.283.2300

Fax: 864.283.2310

Email: [development@UpstateAlliance.com](mailto:development@UpstateAlliance.com)

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 A Critical Support Element  
 For Upstate South Carolina

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 ID: BC240

Oak has the largest middle school enrollment and James M. Brown, the largest elementary. County Superintendent Mike Lucas says the figures show countywide, about 500 more boys than girls . . . and he'll award a good grade to anyone who can explain it. As for student diversity, Lucas says, Oconee doesn't have a lot as a county. But Seneca has the highest enrollment by African-Americans and Walhalla the largest by Latinos.

#### OC LEADERS APPROACHED ABOUT BROWNFIELDS PROGRAM

08/20/2010

Jim Gadd of Oconee Alliance and Jim Alexander of Oconee Economic Development have been approached about the benefit possibilities offered by the EPA's Brownfields Program. Gadd this morning identified a Greenville company interested in acquiring grants to clean up properties containing hazardous substances and other contaminants for reuse as development. Gadd says, "It's in the very early stages, but looks like it may have some potential in Oconee." According to the federal government, cleaning up and re-investing in the properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands.

#### ONE CHAMBER ONLY MEETING TO BE PRIVATE

08/20/2010

A proponent of one chamber of commerce serving the best interests of Oconee County municipalities says a meeting is set next week to further explore the creation of a countywide chamber of commerce. Gov. Blair says the meeting will take place at the Blue Ridge Bank. The meeting is to be closed except to those invited. Greater Arva Walhalla Chamber of Commerce has named four of its members to work toward a countywide chamber. They are Gene Waller, TJ Bagwell, Glenn Buddin, and George Allgood. The chambers in both Seneca and Westminster have also been named part of the countywide chamber project.

#### UNEMPLOYMENT RATE JUMP IN OC AND SC

08/26/2010

The jobless rates for both Oconee County and the State of South Carolina rose in July. South Carolina's Department of Employment and Workforce reports the retail trade and construction sectors are headed "in a lateral motion." Oconee's unemployment rate increased from 11.5% in June to 12.1% in July. The state's rose 0.1% to 10.8% . . . and Marion County recorded the highest at 19.9%. Lexington, the lowest, at 8.2%. Oconee, at 12.1%, has the 25th highest among the 46 counties. Creating jobs was a focal point of discussion at this morning's meeting of the Oconee Economic Development Commission. There, the commissioners heard reports about the creation of SCORE, a federal government program to help small business, as well as a visit in November by Hugh Weathers, the South Carolina

MEMORANDUM IN SUPPORT  
OF THE PURCHASE OF  
THE ENGLAND PROPERTY ON  
HIGHWAY 11, OCONEE COUNTY SOUTH CAROLINA

Lowell W. Ross  
November 23, 2010

I urge Council to purchase the England Property for the following reasons:

- There is no other property with the advantages that this site has and this opportunity will not present itself again.
- The property is centrally located and within minutes of Seneca, Walhalla, Westminster, and West Union.
- Water, sewer, and electricity are available. A sewer trunk line is just across Highway 11; I am informed that Westminster is planning to locate a 10" water line to Mountain Road and Walhalla has a 10" water line in place less than a mile from the site.
- If for some reason the County decided not to use the property, it is a salable tract.
- With nearly a mile of road frontage, when this property is developed, the County could sell sites along Highway 11 to recover the land cost.
- Oconee County must compete with other counties for recreational and industrial development.
- This site is ideally located for the construction of a Cultural-Educational Center which could in the future provide space for courses by Tri-County Technical College, Clemson University, and other colleges who have outreach courses.

We should pass a 1% optional sales tax and use all of the revenue to develop this property.

We should look at what other counties have done and are doing with a 1% optional sales tax. Included are newspaper articles explaining the impact youth sports has on the economy of Aiken. Pickens has the Red Owens Complex (in a residential neighborhood) which includes a gymnasium, 4 baseball/softball fields and 2 covered picnic shelters.

Anderson has a sports-civic center complex.

Compare what those counties are doing to what Oconee is doing or has done.

Seneca has attracted state-wide baseball to Seneca. The Oconee County School Board has reserved sufficient property at Blue Ridge Elementary School for 3 baseball fields, but Seneca has not been able to fund the construction of those facilities.

Youth sports attract people and money.

If Oconee County wants to attract industry, it must provide quality of life facilities.

One of the colossal failures of this County is the failure to do anything with the property set aside by Duke Power for recreation. Three lake-side properties (89.67) acres all sit vacant except for a few cars of boater who have launched their boat.



Included are plans originally outlined by Duke Power for recreational and commercial use of the designated property.

No use has been made of this valuable property. A segment of the population opposes any use of this property and now the same group opposes the purchase and development of the England Tract.

Please ignore the naysayers and purchase this unique tract. This opportunity will not occur again.

 Lowell W. Kots

## Letters To The Editor

### Citizens' Heritage Park Would Have Multiple Benefits

Recently, 4,000 soccer players gathered in a county in South Carolina for a soccer tournament, bringing with them their parents, grandparents, and friends who spent money in motels, restaurants, and stores.

They did not come to Oconee County, because we do not have facilities to sponsor such an event. We are sitting on our hands while surrounding counties are developing facilities to attract youth sports participants and tourists. Youth sports is big business; ask the recreation director of the City of Aiken, who years ago discovered youth sports as a way to attract dollars to the county without having to provide very much infrastructure.

In a few years the existing athletic fields owned and operated by the cities and communities will be overrun by kids who want to play. We should provide fields for our own kids as well as fields for big money making tournaments.

Our high school graduates are required to go out of the county for graduation exercises because we do not have a facility large enough to accommodate the large number of graduates, their parents, grandparents, friends and others who attend graduation exercises.

I again urge that we create the Oconee Citizens' Heritage Park Commission and give it authority to locate a large tract of land (at least 400 acres) suitable for Citizens' Heritage Park. In the park we will construct athletic fields to accommodate thousands of soccer players, baseball players, softball players, hiking trails, whatever else we can think of to provide for recreational opportunities for our citizens and bring tourists and tourist \$\$\$ to Oconee County.

In Citizens' Heritage Park we will construct a working 1950s farm, a replica of an Indian village, a replica of Sam Rains' repair shop, and other relics of a bygone era. We will also construct an aquatic health and wellness center to provide exercise and swimming for young and old alike.

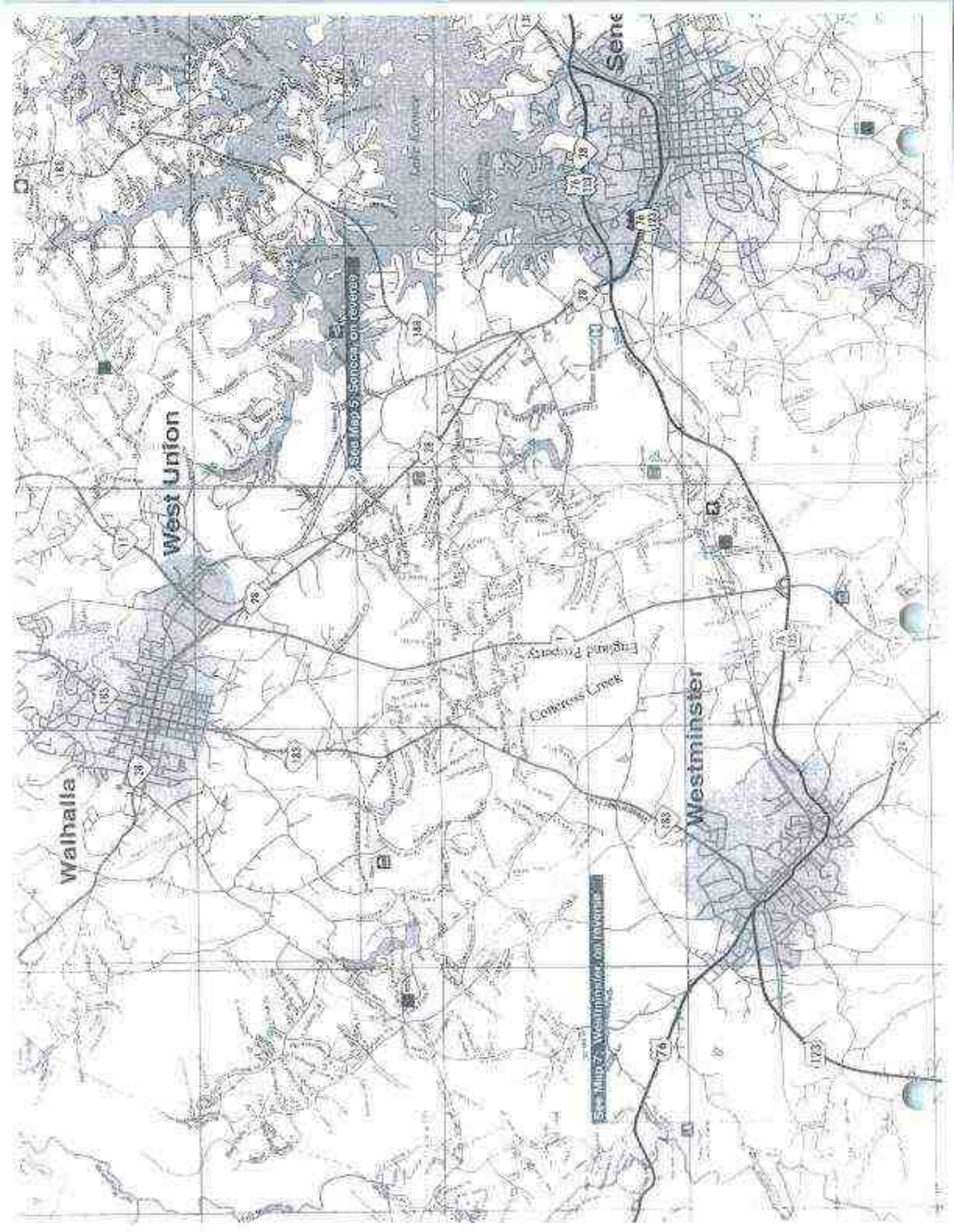
In Citizens' Heritage Park we will build a multi-use building which will provide adequate facilities for graduation exercises and other large gatherings, as well as indoor sports.

Citizens' Heritage Park will not replace any city or community programs, but will supplement existing programs and provide additional facilities. The Park will be operated by a Commission with representatives from the cities and communities.

The Citizens' Heritage Park Commission will seek ways to pay for the acquisition of the land from conservation groups, earmarks from the Congressional Delegation, grants, and dollars from the optional sales tax. We should pass the optional sales tax and commit \$25 million for the Park. We can generate some portion of the land cost by the sale of several road-front tracts for fast-food vendors, and perhaps other commercial ventures.

This is a big dream, but a realistic one. We have the resources. We have the need. The question is, DO WE HAVE THE WILL?

—Lowell W. Ross



Walhalla

West Union

Westminister

Seneca

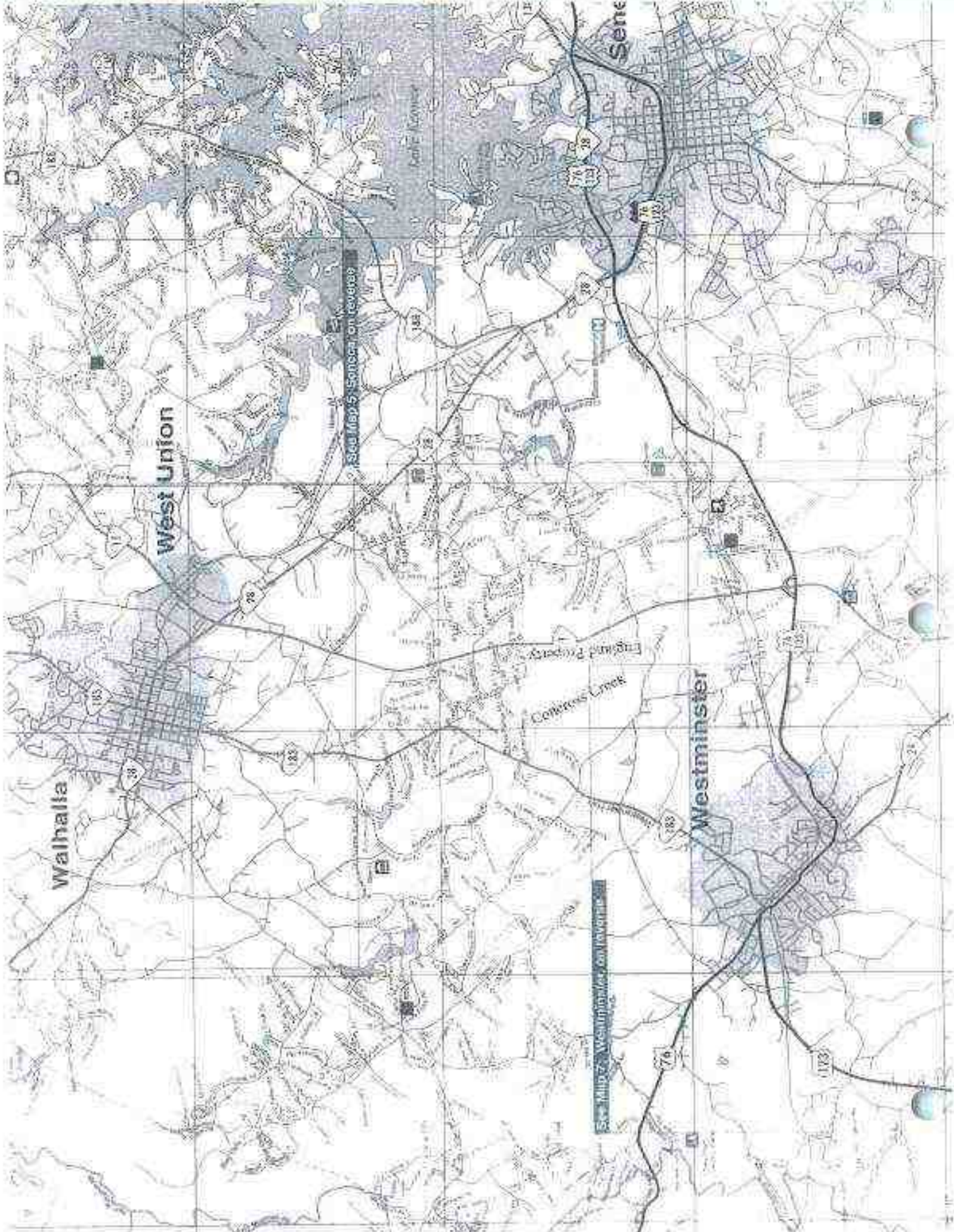
See Map 5, Seneca on cover

See Map 6, Westminister on cover

Comoros Creek

England Property

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D/4/55



U.S. Senator from Georgia, Walter George, is seen here with other members of the Senate. He is seated at the table, surrounded by other senators in a formal setting.

Washington, D.C. (AP) — U.S. Senator Walter George, of Georgia, is seen here with other members of the Senate. He is seated at the table, surrounded by other senators in a formal setting.

### In Oconee, Pickens

Local news items from Oconee and Pickens counties, including reports on local events and community activities.

Details of local news items, including reports on school activities, local business news, and community events in Oconee and Pickens counties.

### POSTS SLES ERE

Vertical text on the left side of the page, possibly a list of names or a sidebar section.

## Safety On Highways Is Big Forum Topic



Members of the Oconee Legislative Delegation, focused a part of their recent session on highway safety. The forum was held in Oconee, Georgia, and featured several speakers.

One of the speakers, Mr. [Name], discussed the importance of highway safety and the need for improved road conditions.

Mr. [Name] also mentioned the need for increased funding for highway maintenance and safety programs.

The forum was held in Oconee, Georgia, and was attended by many local officials and citizens. It was a successful event that raised awareness of highway safety issues.

### Miss Wallara Content Slated Saturday Night

Miss Wallara, a local beauty queen, is set to appear in a play on Saturday night. The play is titled 'The [Name]' and is being performed at the [Name] Theatre.

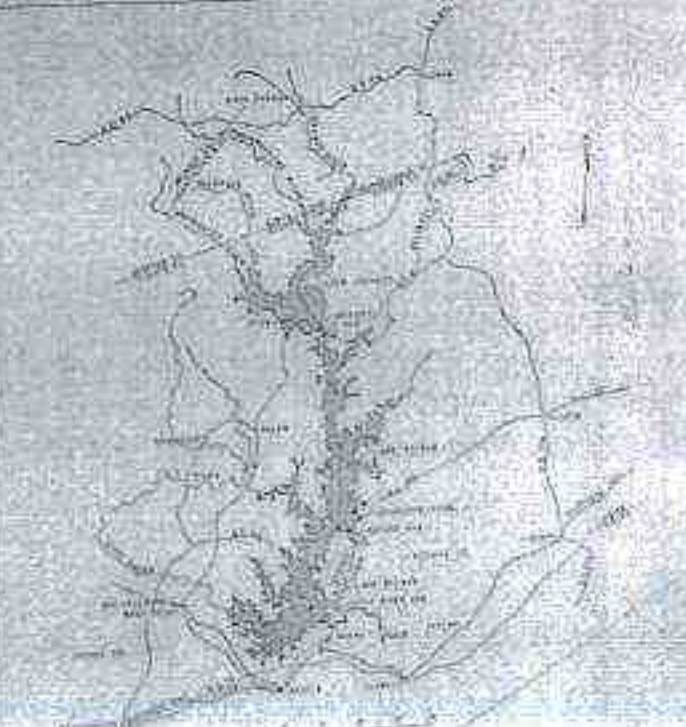
The play is a comedy and is expected to be a hit. Miss Wallara will be playing the role of [Name]. The play is being performed at the [Name] Theatre.

### Levels Pledge e Undertaking

Article discussing levels and undertakings, possibly related to a project or a specific event. The text is somewhat blurry but appears to be a news item.

### Muir Will Head Greenville Firm

Article reporting on a firm in Greenville, mentioning a person named Muir who will be heading the firm. The text is somewhat blurry but appears to be a news item.





**WHEELS: ON THE GO**  
The ribbon is showing off its last best trick.

**OLYMPIOS: ALIVE WITH FIVE**  
Athletes in a pinch up to five gold medals in the 100 meters by 100.

# Aiken Standard



Sec. 4-411 130 No. 234

Your Local Source since 1797  
[www.aikenstandard.com](http://www.aikenstandard.com)

Saturday, August 21, 2004

## Dixie Series a home run for Aiken

Baseball tournament brings in more than \$700,000 in direct economic impact



**By MARK LINGO**  
Staff Writer

Aiken's Dixie Series baseball tournament is a home run for the city, bringing in more than \$700,000 in direct economic impact, according to a report released by the Aiken Chamber of Commerce.

The report, which was prepared by the Aiken Chamber of Commerce, shows that the tournament brought in more than \$700,000 in direct economic impact to the city.

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**Impact on the City**  
Aiken's Dixie Series baseball tournament is a home run for the city, bringing in more than \$700,000 in direct economic impact, according to a report released by the Aiken Chamber of Commerce.

# 11A

## EDITORIAL

### Soccer Cup puts Aiken in spotlight

They're back!

Thousands of soccer players and their families will be coming to Aiken this weekend to take part in the Aiken Soccer Cup. The event will once again challenge the hospitality of our community - the businesses that benefit from the influx of visitors and the permanent residents who will be somewhat inconvenienced by more traffic on the streets and in restaurants.

The Aiken Soccer Cup is in its ninth year and is the creation of the Aiken Soccer Club. Twenty-three soccer fields have been set up at Whitney, Powderhouse and Winthrop polo fields. The event will see 163 teens from around the Southeast testing their competitive skills.

The event is expected to draw as many as 9,500 people into Aiken. That total exceeds the draw of the recent Dixie Boys World Series.

Aiken is gaining a reputation for sports other than equestrian events, opening the amenities of our fair city to many from around the South. While there is definite collaboration between Aiken Soccer Club officials and City of Aiken staff members, it is worthwhile to note that this event was begun and is put on by a private group of individuals whose interest is in bringing competitive soccer to the community.

The Aiken Soccer Cup has proven to be a major hit for the city at the end of summer.

Put into soccer parlance -  
GOOOOOOOOOOAAALLL!

### Aiken Soccer Cup kicks off today

Staff reports

The ninth annual Aiken Soccer Cup kicks off today at various polo fields across Aiken County.

The Cup is expected to draw more than 7,000 people - approximately 2,300 of whom will be players - this year and will field 163 teams from Georgia, South Carolina and North Carolina.

Volunteers this year include soldiers from Fort Gordon, as

well as members of the South Aiken High School National Junior ROTC, Boy Scouts, Aiken County Sheriff's Office, Aiken Department of Public Safety, South Aiken High and Aiken High Beta clubs and, most of all, parents from the Aiken Soccer Club, which sponsors the Cup as its main fund-raiser.

Club parents logged a more than 2,000 volunteer hours last year, and the same is expected again.

Club president Brenda Mill estimated that about 177 local families are involved with the Cup, and club vice president Jim Victor guessed that this year's event should clear \$25,000 to \$30,000 for the club after expenses.

In addition, area fine arts homes will donate tents to the fields, Club Car is donating golf carts and Derrick Equipment is donating two Gators for the weekend, Mills said.

I I A

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## EDITORIAL

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# Business feels impact of tourney

Faced with layoffs at the Savannah River Site and an uncertain economic future, the Aiken City Council took a bold step in the early 1980s that continues to pay dividends today.

The construction of Citizens Park was once an extremely controversial issue for the City of Aiken, but time has proved the vision involved in taking a leap of faith.

Figures gathered by the City of Aiken for submission to the state concerning the use of accommodations tax funding during the recent Dixie Boys World Series show a direct economic impact of the 24-team tournament in excess of \$700,000.

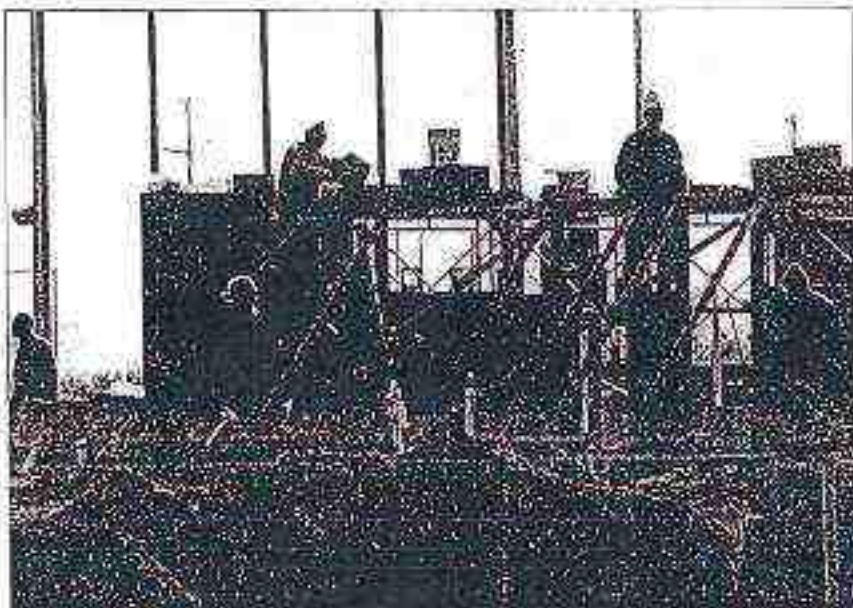
Not taken into account in the figure is the spin-off, or rollover factor of 2 or 2.5 normally considered when discussing impacts.

Economists estimate each new dollar pumped into an area rolls over more than twice and generates additional revenue. Sustained performance at this level results in the creation of new permanent jobs in the community.

Through the years the City has taken some criticism for using Citizens Park for outside tournaments, but the recent World Series tournament just drove home the fact that sports are big business.



# CONSTRUCTION ON TARGET



Staff photo by Gary Southworth

The walls are in the process of going up at the new ball fields at Citizens Park.

## Ball fields, tennis shop completion are on schedule for 2006 openings

By TONY BAUGHMAN  
Staff writer

Construction continues on two major recreation projects in the City of Aiken: the new tennis pro shop at the H. Odell Weeks Center and the final phase of Citizens Park.

"We're right in the middle of the construction process," said Glenn Parker, director of the Aiken Parks and Recreation Department.

At Citizens Park, heavy equipment is picking up dirt for four new athletic fields, two of which "will be finished out, ready to play" when the total \$7.7 million project is finished this spring. Fencing, backstops and other amenities at the remaining two fields were not included in the local option

only the money earmarked for the project.

One of the biggest highlights is that there's going to be a

port "Road or Two Log Road," Parker said.

A new building will also sit on the complex, too, though not as elaborate as the other buildings at Citizens Park. The tower will have a concession stand, restrooms and a scores' area, he said.

The project will increase the number of fields inside Citizens Park to 14, with a 15th field retained at Stewart Field. The new fields should be playable by early summer.

"Once we get the grass in, we want to give it time to grow up before we get children playing on these," Parker said.

The new tennis center shop should be ready this spring.

In addition to retail space for selling tennis rackets and balls and restringing gear, the pro shop will offer a small concession area, lockers and office space for the tennis pro.

man Odell Weeks Activities Center.

The pro will move out of a small building adjacent to the old tennis courts and handle scheduling of courts, lessons and other administrative tasks from the new pro shop.

"We're working closely

with our tennis committee to come up with the design of the building, and they're in the process of selecting colors for the building," Parker said.

"Center court" seating at the Weeks Tennis Center will be tied to the building, along with a new patio area.

"People will be able to sit on the porch at the tennis shop and watch the matches," Parker said.

New landscaping will tie the building into six clay courts and six hard courts at the Weeks Center.

Contact Tony Baughman at

853-339-2222 or tbaughman@the-courier.com

# City of Aiken nets two tournaments

By PHILIP LORD  
Senior writer

Some look at Citizens Park and see green grass, others look at the fields and see gold.

Over the next two summers the facility expects to pump up to \$4 million into the area economy through two large tournaments that will flood area hotels, eateries and stores.

The City of Aiken was recently awarded the 2006 ISA Girls fast-pitch World Series, which will see between 80 to 100 teams come to Aiken in July for a week of competition, said Jeff Metz, athletic supervisor for the City of Aiken Department of Parks, Recreation and Tourism.

"It will probably fill Aiken up as far as hotel rooms," Metz said of the tournament.

In addition to hosting the huge softball tournament, which could pump between \$2 million to \$3 million into the area economy, Aiken was also recently awarded the 2007 Dixie Boys 14-year-old World Series.

Organizers said the Dixie Boys tournament could bring up to \$1 million into the local economy.

"The ISA tournament is going to be like nothing that has come to Aiken in the past," said Parks,

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Softball will take over Citizens Park this summer. 1B

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Recreation and Tourism Director Glenn Parks.

The fast-pitch softball tournament is so large Aiken is only hosting half the teams — the A division. The B division, which is the less competitive of the divisions, will play its games at the Pine Grove and Oak Grove Sports Complex in Lexington County.

All told, the ISA World Series will bring 160 to 180 teams to Aiken and Lexington counties, the ISA said.

The Dixie Boys tournament, which is still taking shape, will be half the size of the one hosted by Aiken for 13-year-olds in 2004.

A total of 12 teams will compete in the Aiken event, which will include only state championship winners.

In the field will be an Aiken 14-year-old team and a South Carolina championship team, Metz said. Currently staffers at Citizens Park are busy identifying hotel rooms for the July 18-27 tournament. Sponsors for the event are also being sought. For more information, call 642-7652.

## We Would Spend \$1 Million Public Access, Camp Areas

### Both Lakes Keowee, Jocassee Included

DUKE POWER Company will spend almost \$1 million creating public access and camping areas on the two lakes making up its proposed Keowee-Towaway Project in northwest South Carolina.

### ANNEXATION VIEWS AIRED TO GOVERNOR

Both an Orange county group and a committee from the First Baptist Church here which seek to annex the territory to Orange county have submitted their views with Governor Robert McMillen.

The Orange county government has been opposing that the annexation proceed in the area. It will be set for Aug. 10 with the intention of coming to a decision.

The new lunch department is a daughter of Mr. and Mrs. O. W. Connee of Long Creek. She attended Westminster High School and was graduated from Westminster with a degree in the field of home economics and education.

He also said he is satisfied that the appointment of Boyd J. Watson as chairman of the commission is an approval of the annexation attempt in both local and general.

At a meeting of the First Baptist Church here today the church members voted to support the annexation attempt by resolution.

The other members of the club included: Howard W. ...

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The company's future application to begin building the two lakes ...

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### CARCE RAL EMENTS

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Mrs. Hazel Ann Musto, seated at right, is seen here after accepting the post of school lunch supervisor in Orange county in six weeks with Mrs. Evely Medley, assistant supervisor, Mrs. Nantz replaces Mrs. Ruth K. Seaborn, who retired June 10 after serving in that capacity for 23 years.

### Mrs. Musto Is Named As Lunch Supervisor

Mrs. Hazel Ann Musto of Orange has been named by the Orange Board of School Trustees to replace Mrs. Ruth K. Seaborn, who retired June 10 as county school lunch supervisor after 23 years of service.

### OCONEE TOLD HIS FUTURE BRIGHT ONE

A continuing state pattern in the Orange building code was featured by the Orange Building Board of members at the State Building Association of Orange County held in ...

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### Open House Set At 12 Schools

Open house ...

# ANNEXATION VIEWS AIRED TO GOVERNOR

In an Ocean county group and a committee from the Old Stone Church area which seeks to annex the territory to Pickens county last conference last week with Governor Robert McNair.

The Ocean group, meeting with the governor Thursday, asked that additional time be allowed for a special commission to make its study report.

The Stone Church members have been requesting that the annexation district in that area be set for Aug. 31 with that in Pickens county to come in November.

Rep. and Senator Elmer Soren Schomacher and the Ocean group in its conference with the governor. He commented that an Aug. 15 reporting date, less than a month away, would be both impractical and "unreasonable" because it does not give the Ocean group enough time to study all the details involved before making a report.

He also said he would call on appointment of David J. Watson of Ocean as a member of the commission as an opponent of the annexation attempt is both legal and proper.

Advocates of annexation in the Old Stone Church area have contended Watson should not be on the commission because he resides in the area they want to annex to Pickens county.

Sam Schomacher, Watson's appointment does meet with requirements of the law and we have asked the governor to resign with the attorney general on that score.

The other member of the study commission named by Ocean county is Rufus Hochstetler of Walpole. Members from the area wanting to secede into Pickens county are John M. Ford and Dr. William C. Gull, Wilton.

Wilton, after members of the Stone Church area who met with Governor McNair later in the week said they have no personal objections to Mr. Watson, and that will be paraded if the attorney general rules it does not violate state law.

Schomacher said he opposes the annexation to the present annexation as "wrong and after Ocean's interests."

He added he simply does not agree with the attempted secession of an area of coastal lands and will fight against such a thing happening with all legal means.

## Miss Cox To Teach Tennis Classes

Tennis classes will begin Monday, July 23, from 10:30 a.m. each day. The first group of girls will meet at the Ocean County Recreation Center. A fee will be charged each session.

Miss Rita Cox will instruct the classes which are held at the Ocean County Recreation Center.

## Picnic Set July 27th

As usual, the Sales Commission picnic will be held at the Ocean County Recreation Center on July 27th. The picnic will be held at 10:30 a.m. and will include a luncheon and other activities. The picnic is open to all members of the commission and their families.

The Ocean County Recreation Center is located at 1000 N. 1st St., Ocean City, N.J. For more information, contact the Ocean County Recreation Center at 439-1111.

The Ocean County Recreation Center is a public facility which provides a wide variety of recreational activities for the community. The center is open from 9 a.m. to 9 p.m. daily and is free of charge.

Galton J. Parker, assistant vice president of Ocean County, said that the center is a valuable asset to the community and that it is important to maintain and improve it.

The center is a public facility which provides a wide variety of recreational activities for the community. The center is open from 9 a.m. to 9 p.m. daily and is free of charge.

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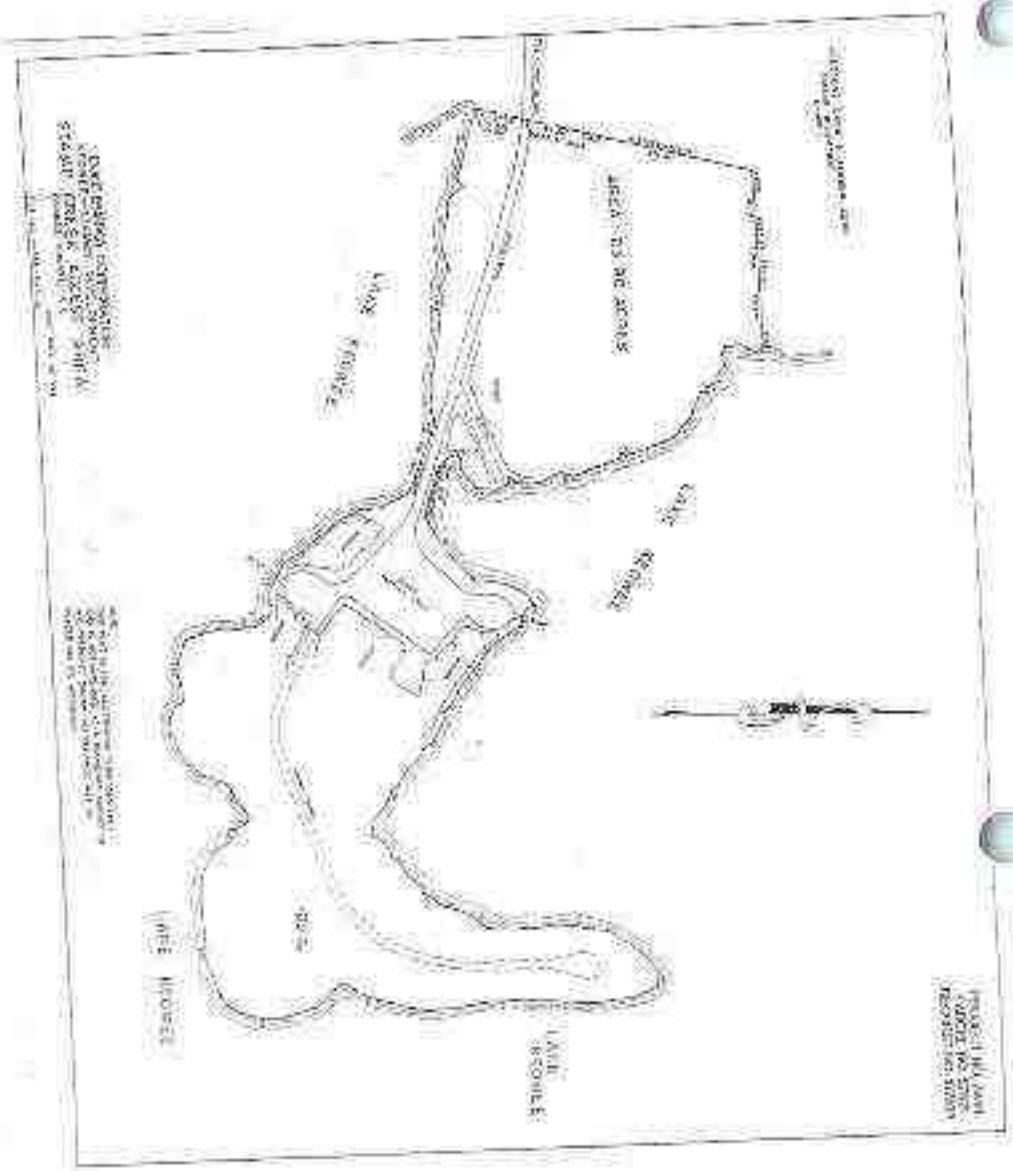
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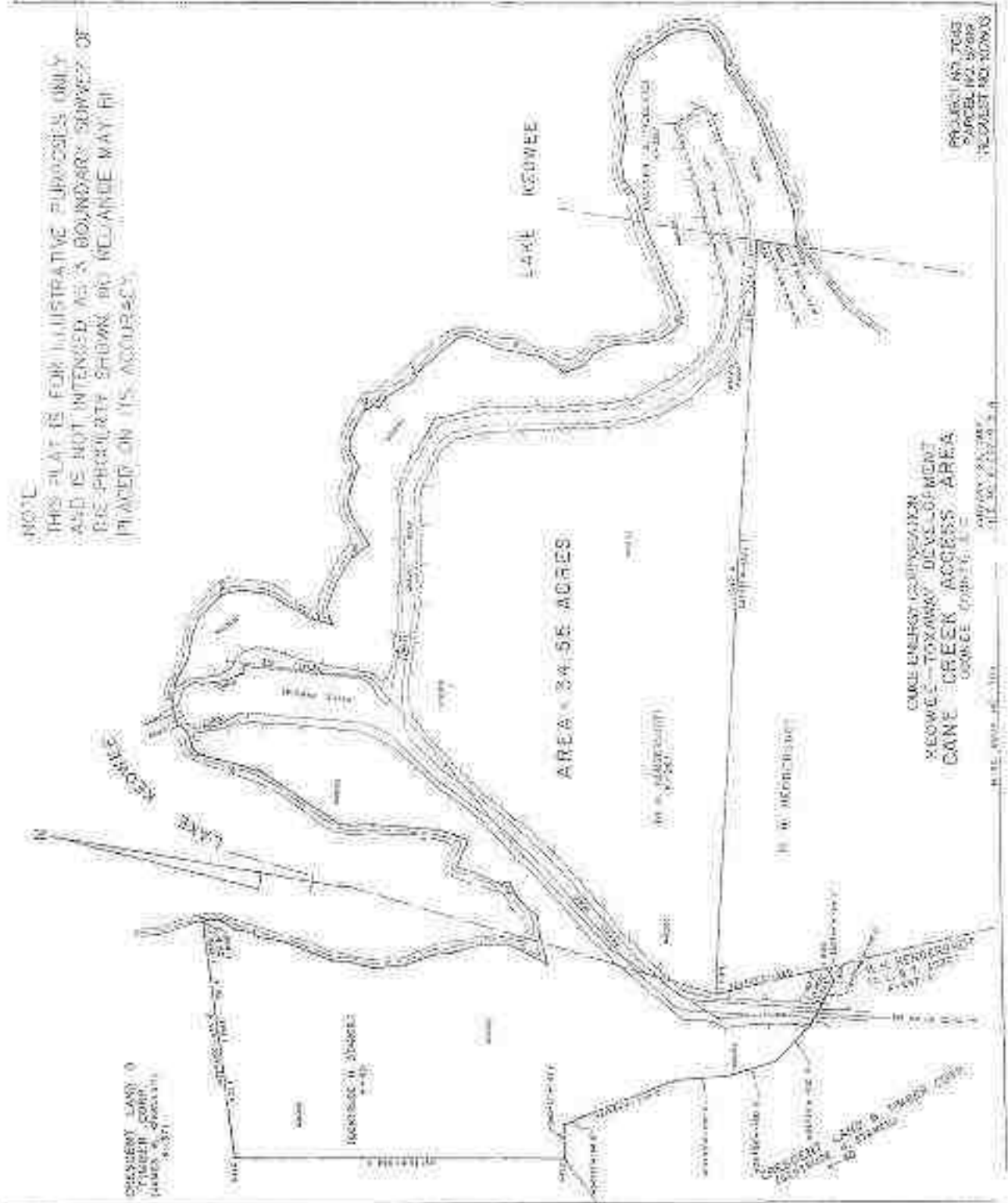
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NOTE  
 THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY  
 AND IS NOT INTENDED AS A BOUNDARY SURVEY OF  
 BE PRECISELY SHOWN AND RE-ADVISE MAY BE  
 PLANNED ON ITS ACCURACY



GANE ENERGY CORPORATION  
 MCOWEE-TOWAMY DEVELOPMENT  
 GANE CREEK ACCESS AREA  
 GEORGE COUNTY, SC

PROJECT NO. 7045  
 SURVEY NO. 5045  
 RECORD NO. 1045

DATE: 08/15/05  
 SHEET 1 OF 1

PROJECT NO. 2644  
PARCEL NO. 57991  
REQUEST NO. 4058E



TRAVEL LOGS & TOURS 010-  
771-1111



AREA - 23.80 ACRES

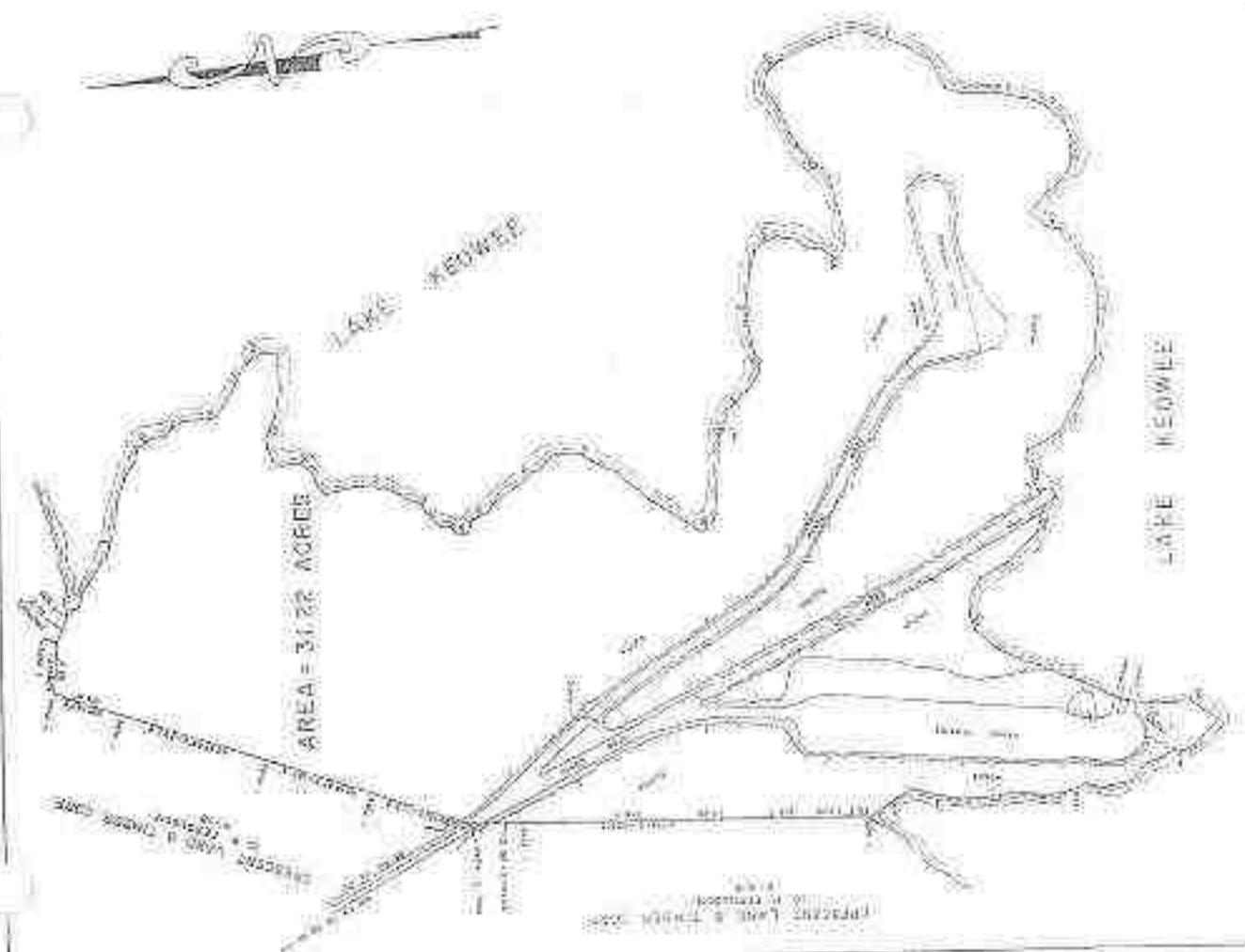
FOR ALL INFORMATION, PLEASE CONTACT  
THE STATE OF CALIFORNIA, DEPARTMENT OF  
PUBLIC UTILITIES, 1515 MARKET STREET, SAN  
FRANCISCO, CALIFORNIA 94102

LAKE MERRY CORPORATION  
420 WEST - TOMAWA - SHELTON, WA  
STAMP CREEK ACCESS AREA  
SCALE: 1" = 100'

DATE: 10/15/2011

NOTE  
 THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY  
 AND IS NOT INTENDED AS A WARRANTY, BOND OR  
 ANY PROPERTY, BOND, OR SECURITY, MAY BE  
 TAKEN ON ITS ACCURACY

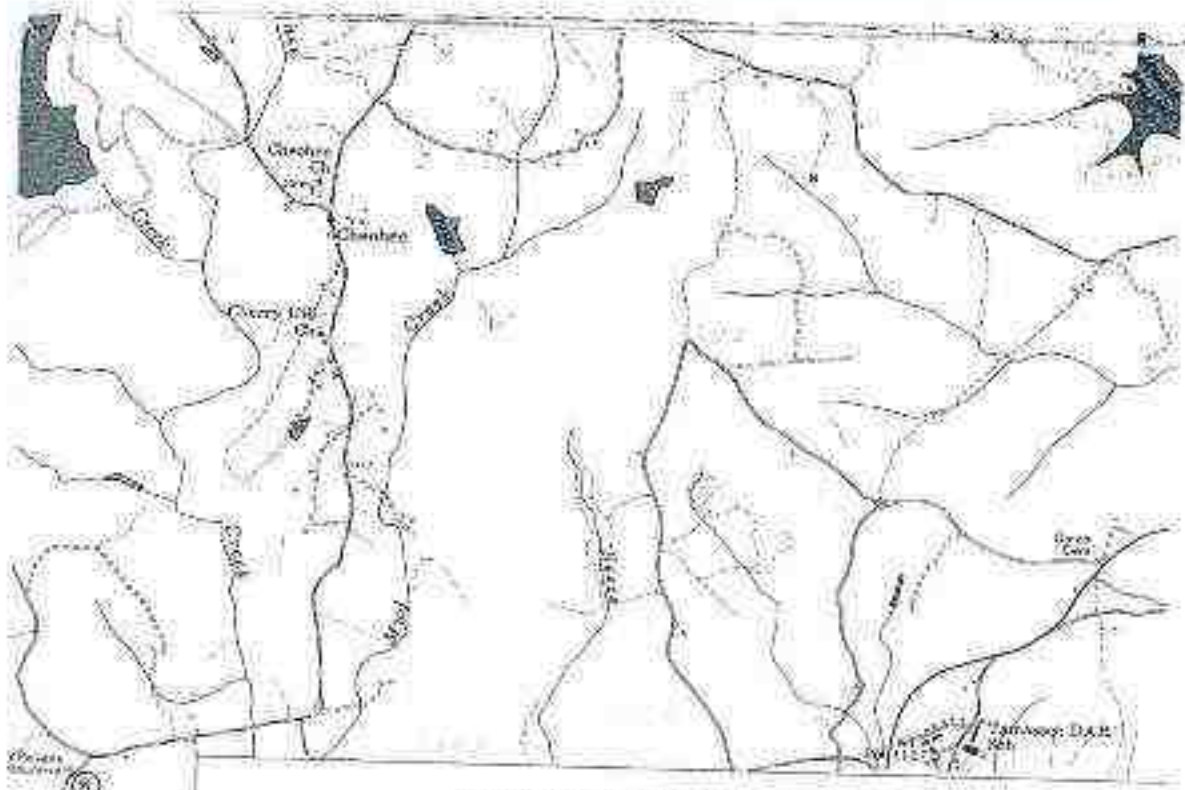
(EAST GREEN CORPORATION)  
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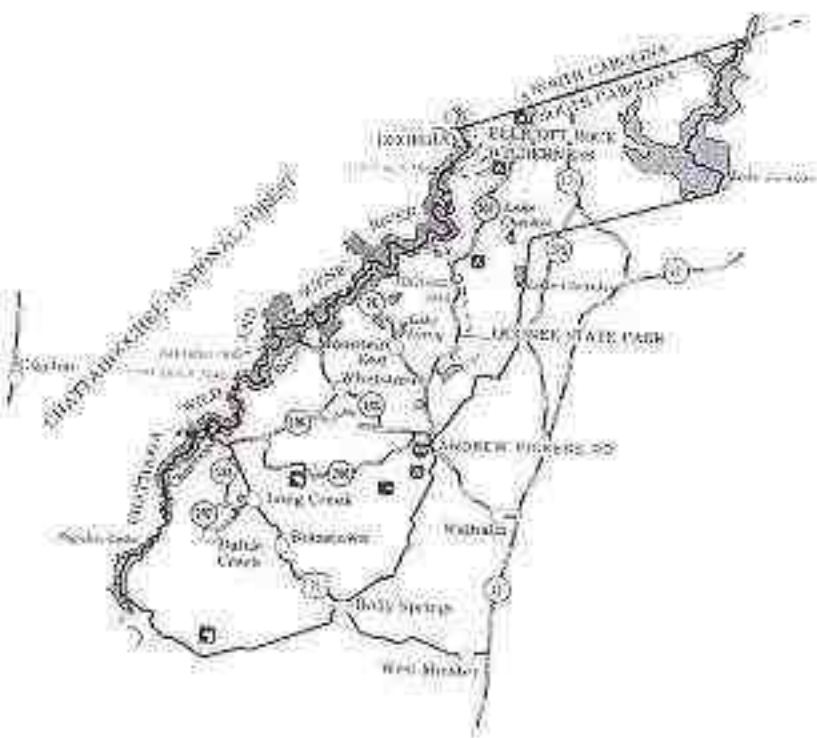
PROJECT ON FILE  
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 RETURNED TO TOWN

EFFECTIVE DATE: 1/1/74





SUMTER NATIONAL FOREST  
(ANDREW PICKENS RANGER DISTRICT)



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**Beth Hulse**

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**From:** Lois Collins [cocconeerealtor@yahoo.com]

**Sent:** Tuesday, November 23, 2010 11:22 AM

**To:** Beth Hulse

**Subject:** PROJECT NORTH & PROPEX

**VOTE NO!!!!!!**

**BENJIE AND LOIS COLLINS,**

**WEST UNION SC**

**Beth Hulse**

---

**From:** Smith, Rick [Rick.Smith3@duke-energy.com]

**Sent:** Tuesday, November 23, 2010 12:17 PM

**To:** Beth Hulse

**Subject:** seeing red

You are irresponsibly spending money that has been stolen from your constituents. Enough is enough!

**Beth Hulse**

---

**From:** Dennis Leaf [dteaf@bellsouth.net]  
**Sent:** Tuesday, November 23, 2010 2:19 PM  
**To:** Beth Hulse  
**Subject:** Land Buys

If you vote for the so called "good land buys" (project north or propex) my wife and I will actively support any opponent in the next election regardless of party affiliation.

Respectfully,

Dennis and Terrie Leaf  
701 Live Oak Ct. Seneca SC

**Beth Hulse**

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**From:** Dale Hesse [oldvintner@msn.com]  
**Sent:** Tuesday, November 23, 2010 3:10 PM  
**To:** PaulC; regcxeter@bellsouth.net; jthrift@nuvox.net; Beth Hulse  
**Subject:** Project North

Gentlemen,

It is time to abandon the spending spree of Oconee County taxpayer's money. You're trying to turn a beautiful county into another Gwinnett or Fulton County. If you want to live in that kind of environment, I'll personally help you pack your bags. You will NOT be increasing our tax base with your actions, you will be the increasing taxpayers burden. Please come to your senses, and start listening to the people who are here because of the type of lifestyle that is available here. Stop trying to turn Oconee into something YOU want to live in, when you can accomplish it by moving to where what YOU want is available.

Sincerely,

Dale Hesse

Beth Hulse

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From: Neil Blesi [neiljan@bellsouth.net]  
Sent: Tuesday, November 23, 2010 3:34 PM  
To: paulcorbel@bellsouth.net; regdexter@bellsouth.net; jthrift@nuvox.net; Beth Hulse  
Subject: Good Deals for Oconee County

Some members of the Oconee County Council don't seem to be listening to the people they are supposed to be representing and working for -- the Oconee County Taxpayers.

I am one of those taxpayers and I am OPPOSED to the \$30 MILLION PROJECT NORTH PLAYGROUND.

I am also OPPOSED to the purchase of the PROPEX PROPERTY. THE PROPERTY IS ON THE EPA LIST OF TOXIC SUPERFUND SITES. IF ANY CLEANUP IS REQUIRED, OCONEE COUNTY TAXPAYERS WILL PAY DEARLY.

I'm tired of the council acting as if they have the power to do ANYTHING THEY FEEL IS "A GOOD DEAL". Please get out of the real estate investment business!.

Are you listening??? Please email me back and let me know your answer.

Janet Blesi  
10013 Clovis Dr.  
Seneca, SC 29672  
Oconee County Taxpayer

**Beth Hulse**

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**From:** Joseph Anderson [captvoey@gmail.com]

**Sent:** Tuesday, November 23, 2010 5:23 PM

**To:** Beth Hulse

**Subject:** Persona Non Grata

DO NOT VOTE ON THIS PROPERTY!!!!!!

Beth Hulse

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From: JOHN MORREY [lyn morrey@widblue.net]  
Sent: Tuesday, November 23, 2010 6:23 PM  
To: paulcorbell@bellsouth.net; regdexter@bellsouth.net; jthrift@nuvox.net; Beth Hulse  
Subject: Shame, shame, you so-called "councilmen"

**Gentlemen ... (a questionably applicable term, given that you've grossly misrepresented Oconee County, her People and taxpayers)**

**At present John and I are out of the country. But do be advised how terribly disappointed we are in not being there at the Council meeting tonight.**

**Instead be advised --- especially you, Paul Corbell -- of the shame we have in just knowing you. How is it possible that you sleep at night after ... after your actions in purchasing both Project North and Propex? BEYOND any level of decency that we can comprehend.**

**BOTTOM LINE: Vote your opposition to the acquisition of both Project North and Propex and redeem yourselves in the eyes of Oconee County.**

**Lyn and John Morrey, Roatan Island, Central America**

**P.S. Mr. McCall is omitted, because and as you all know, he has pledged to vote against both these projects.**



**Beth Hulse**

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**From:** Tburn [tburn2784@charter.net]  
**Sent:** Wednesday, November 24, 2010 12:23 AM  
**To:** Beth Hulse, jthrift@nuvox.net, regdexter@bel-south.net, Paul C  
**Cc:** Dale Hesse  
**Subject:** Re: Project North

Gentlemen:

I attended the county council meeting tonight and want to comment on how I feel about your vote on project north.

After listening to the information from the consulting firm that did the study of the land and it's proximity to three local cities, I am sure it is a good property to purchase for industrial development. My problem with your vote is this... YOU should listen to the people that you represent! Over 90% of those polled OPPOSED the purchase, the VAST majority of those at the meeting OPPOSED the purchase, yet you continue on with no regard!

Wayne McCall brought up a concern of state wide budget cuts that may well impact Oconee county and that we should keep our funds in reserve for what ever may happen due to those cuts... No response from the other council members.

I can assure you that no matter if you are or are not successful in your "project north" speculative project, I will not vote for ANY of you in the future... I want Council members that HEAR what the people want and vote accordingly... I am tired of the Autocratic attitude you seem to adopt as soon as you are elected into office.

I welcome your response, but will be suprised if you do.

Tom Bunn

**Beth Hulse**

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**From:** Connie Howarth [cls@woh.rr.com]  
**Sent:** Tuesday, November 23, 2010 6:57 PM  
**To:** regdexter@bellsouth.net, jthrift@nuvox.net, Beth Hulse  
**Subject:** Project North and Propex  
**Importance:** High

**Subject: Project North and Propex**

ALL

I've already written to Mr. Corbeil and will just send the rest of you one email:

I am writing to voice my opposition to both Project North and Propex. As an Oconee taxpayer, I find it outrageous that the Council would consider using our hard-earned taxes in this way against our wishes. As I'm sure you are aware, 90% of us are opposed to this. Please listen to the citizens and taxpayers and do the right thing. Thank you.

Connie Howarth  
[cls@woh.rr.com](mailto:cls@woh.rr.com)

## A SENATE RESOLUTION

TO EXPRESS THE PROFOUND SORROW OF THE SENATE OF THE STATE OF SOUTH CAROLINA UPON THE DEATH OF MR. JACK BRYAN LYLES OF WESTMINSTER, SOUTH CAROLINA AND TO EXTEND HIS DEEPEST SYMPATHY TO HIS FAMILY AND MANY FRIENDS.

WHEREAS, the Senate of the State of South Carolina was deeply saddened to learn of the death of Mr. Jack Bryan Lyles, 79, of Westminster, S.C., who passed away on Saturday, September 25, 2010, and

WHEREAS, Mr. Lyles was the son of the late Clifton Walker and Pauline Mongold Lyles and also preceded by a son, Mike Lyles; and

WHEREAS, Mr. Lyles was a Veteran of the U.S. Army Signal Corps, serving in Korea; a retired furniture maker; and a forty-six year Fireman veteran in the Cleveland Community; and

WHEREAS, Mr. Lyles was an active member of Old Liberty Baptist Church in Westminster, S.C.; and

WHEREAS, Mr. Lyles is survived by his wife, Betty Harris Lyles; Randy Lyles, son; Cindy Lyles Duncan and Peggy Lyles Jameson, daughters; William Lyles, brother; Annalyne L. Elkins, sister; eight grandchildren; and one great-grandchild.

NOW, THEREFORE,

BE IT RESOLVED

THAT the Senate of the State of South Carolina expresses its profound sorrow upon the death of Mr. Jack Lyles and extends its deepest sympathy to his family and many friends.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the family of Mr. Jack Lyles.

  
In the Senate  
Columbia, South Carolina  
October 25, 2010



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION R2010-17**

**A RESOLUTION HONORING MR. JACK BRYAN LYLES**

**WHEREAS**, the Senate of the State of South Carolina has honored Mr. Jack Bryan Lyles upon his death in a Senate Resolution dated October 25, 2010; and,

**WHEREAS**, Mr. Lyles was a veteran of the U.S. Army Signal Corps, serving in Korea; and

**WHEREAS**, Mr. Lyles was a retired furniture maker and an active member of Old Liberty Baptist Church in Westminster, SC; and,

**WHEREAS**, Mr. Lyles was a charter member of the Cleveland Fire Department where he served for 46 years, and

**WHEREAS**, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, desires to recognize and honor Mr. Jack Bryan Lyles at his death.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby expresses its profound sorrow upon the death of Mr. Jack Bryan Lyles and extends its deepest sympathy to his family and many friends.

**THIS RESOLUTION WILL TAKE EFFECT** and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of November, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth G. Hulse,  
Clerk to County Council

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION R2010-19**

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS RECOVERY ZONE FACILITY REVENUE BONDS (THE RETREAT AT KEOWEE PROJECT), SERIES 2010, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,000,000 AND, IN CONNECTION THEREWITH, DESIGNATING A RECOVERY ZONE IN OCONEE COUNTY PURSUANT TO THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, (the "Act") to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue-producing source or project and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and Apex Development Group, LLC, a South Carolina limited liability company, acting on its behalf or one or more entities formed or to be formed by Apex Development Group, LLC, entered into an Inducement Agreement (the "Inducement Agreement") pursuant to which and in order to implement the public purposes enumerated in the Act, the Authority proposes, subject to approval by the State Budget and Control Board of South Carolina, which approval was given at its meeting held on September 29, 2010, and such approval of Oconee County, South Carolina, as may be required by law, to issue not exceeding \$13,000,000 aggregate principal amount of its Recovery Zone Facility Revenue Bonds (The Retreat at Keowee Project), Series 2010 (the "Bonds") pursuant to Section 41-43-110 of the Act in order to provide funds to defray a portion of the costs of acquiring, constructing, improving and equipping a senior residential and healthcare facility (the "Project") located in Oconee County, South Carolina (the "County") and certain related costs; and

WHEREAS, as contemplated in the Inducement Agreement, Apex Development Group, LLC formed Keowee Assisted Living, LLC (the "Borrower") which will be the initial owner of the Project; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (the "ARRA") authorizes states and local governments to issue a new category of tax-exempt private activity bonds, called Recovery Zone Facility Bonds ("Facility Bonds") that may be issued by states and

local governments and entities empowered to issue bonds on behalf of states and local governments; and

WHEREAS, the Authority has received an allocation of \$47,065,000 under the ARRA from the State Budget and Control Board, which may be used for the issuance of Facility Bonds with respect to the Project and certain other types of projects and has designated the Bonds as “recovery zone facility bonds” within the meaning of the ARRA; and

WHEREAS, based on information provided by the Borrower, the Authority and the County project that the assistance of the Authority through the issuance of the Bonds and loan of the proceeds thereof to the Borrower will result in employment for those engaged in construction of the Project as well as 35 full-time jobs and 30 part-time jobs for people from the County and adjacent areas when the Project is placed in full operation and that the Project will stimulate the economy of County and surrounding areas with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to such business and, as a result, wishes to take steps as may be necessary to facilitate the issuance of the Bonds as Facility Bonds within the meaning of the ARRA as set forth below; and; and

WHEREAS, Facility Bonds may be issued to finance facilities and other projects within designated “recovery zones” as described in the ARRA; and

WHEREAS, pursuant to the ARRA, the term “recovery zone” means:

(1) any area designated by the issuer as having significant poverty, unemployment, rate of foreclosures, or general distress;

(2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and

(3) any area for which a designation as an empowerment zone or renewal community is in effect as of February 17, 2009; and

WHEREAS, pursuant to Notice 2009-50, the United States Treasury has issued guidance whereby an issuer, including any state, county or large municipality that receives a volume cap allocation, may make a designation of a recovery zone in any reasonable manner as it shall determine in good faith in its discretion; and

WHEREAS, the County, after study and investigation and acting in good faith, has determined that:

(1) the entire territorial boundaries of the County is experiencing a high rate of unemployment; and

(2) the designation of the entire territorial boundaries of the County as a recovery zone is a reasonable determination by the County; and

WHEREAS, the County Council of the County and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views; and

NOW, THEREFORE, BE IT RESOLVED by the County Council of Oconee County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that the Project (a) will subserve the purposes of the Act; (b) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) will give rise to no pecuniary liability of the County or charge against its general credit or taxing powers; (d) the aggregate amount of the Bonds required to finance the Project, as provided by the Borrower, is not exceeding \$13,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to defray a portion of the costs of the Project and certain related costs.

SECTION 3. Based on the criteria provided in the ARRA for establishing a recovery zone, the County hereby determines, in good faith, that the entire territorial boundaries of the County is hereby designated as a recovery zone for purposes of the ARRA (the "Recovery Zone").

SECTION 4. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force and effect from and after its adoption.

Adopted this 23<sup>rd</sup> day of November, 2010.

OCONEE COUNTY, SOUTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2010-29**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY, TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASES; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS, AND OTHER DOCUMENTS RELATED TO SUCH PURCHASES; AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING FOR THE TOTAL COST OF CONTRACTING FOR AND PURCHASING SUCH PROPERTIES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the “County Council”), is authorized and empowered by Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other authorities, to purchase and own real property, for the benefit and well being of the County and its people; and

**WHEREAS**, Oconee County is authorized by the Code to enter into certain intergovernmental agreements with other political subdivisions of the State, to carry out the County’s authority, responsibilities, and duties under the Code, including, without limitation, economic development efforts of the County; and

**WHEREAS**, by the Code and by its own internal policies and procedures, the County is required to account for its expenditure of public funds, to provide for the accounting for such funds and their expenditure, and to appropriate such funds in accordance with the Code and County policies and procedures; and

**WHEREAS**, by the Code and by Oconee County policy and procedure, the County Council is authorized and required to enter into contracts for certain purchases involving the appropriation and expenditure of public funds; and

**WHEREAS**, the Oconee County Budget Ordinance provides the appropriation and accounting authority for the expenditure of major public funds by Oconee County Council, and, from time to time, must be amended when County Council desires to appropriate and expend public funds in addition to those previously budgeted for in the Oconee County Budget Ordinance; and



**WHEREAS**, prior to the purchase of real property, as authorized in this Ordinance, any public body, including Oconee County, must do appropriate due diligence, to ensure that public funds are being expended wisely and in the best interests of the public body and the public; and

**WHEREAS**, Oconee County, acting by and through its County Council, has identified two (2) separate parcels of real property, each known to Oconee County Council at the time of each of the readings of this Ordinance, which, for separate reasons, unique to each, are needed to further the interests of Oconee County and its people, and are available for purchase by Oconee County; and

**WHEREAS**, Oconee County, acting by and through its County Council, desires: to explore the possibility of purchasing both of the two (2) parcels; to explore the facts and circumstances involving both parcels; to conduct the due diligence required for such purchases, and to authorize the purchase of each of the two (2) parcels, contingent on the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council through the Oconee County Code of Ordinances, the Oconee County Budget Ordinance, this Ordinance, and other determinations of Oconee County Council; to explore the purchase options for both parcels of property and the funding requirements therefore; to identify the sources of funding for both parcels; to authorize the receipt of all lawful funds available to the County and authorized and available for such purchases, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; to prepare all documentation related to such purchases, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchases; and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such properties, to authorize the expenditure of public funds for such purchases and to amend the Oconee County Budget Ordinance to provide the accounting and funding for the total cost of contracting for and purchasing such properties:

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Administrator is hereby authorized and directed to: explore the possibility of purchasing the two (2) parcels of real property concerned in this ordinance, more specifically identified as Property 1 and Property 2 on Exhibits A and B, respectively, of this Ordinance; explore the facts and circumstances involving both parcels; conduct the due diligence required for such purchases; explore the purchase options for both parcels of property and the funding requirements therefore; identify the sources of funding for both parcels; accept and account for all lawful funds available to the County and authorized and available for such purchases, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; prepare all documentation related to such purchases, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchases; and, bring all such matters, in the form of recommendations, back to Oconee County Council for such approval as may be required, by and through the successful enactment of this Ordinance.

2. Contingent upon the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council, herein and otherwise, and upon successful enactment of this Ordinance, the Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute all contractual documents, all intergovernmental agreements, and all other documents related to the purchases authorized by this Ordinance, and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such properties, to expend the public funds authorized by this Ordinance, and more specifically as set forth on Exhibits A and B, hereto, for such purchases, and to complete the purchases of each or all of the two (2) parcels.

3. To the extent that any such amendment is required to comport with the funding for such purchases set forth on Exhibits A and B, hereto, the Oconee County budget ordinance is hereby amended so as to provide the accounting and funding for the total cost of contracting for and purchasing such properties, in the amounts as set forth on Exhibits A and B, hereto.

4. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute, enter into, and deliver all documents necessary for the completion of the actions authorized and directed in this Ordinance, including, but not limited to, all contractual documents, all intergovernmental agreements, and all other transactional documents.

5. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

6. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

7. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**[The remainder of this page left blank intentionally.]**

**ORDAINED** in meeting, duly assembled, this 23<sup>rd</sup> day of November, 2010..

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading [in title only: July 20, 2010  
Second Reading: August 3, 2001  
Public Hearing: November 23, 2010  
Third Reading: November 23, 2010

## PROPERTY 1

- A. Property description: 400 S. Church Street, Walhalla, S.C. 29691

### Parcel #10

All that certain piece, parcel or tract of land lying and being in the State of South Carolina, County of Oconee, with any improvements thereon, containing 0.22 of an acre, more or less, according to survey prepared by Stephen R. Edwards, PLS No. 19881 dated October 2, 2001 and recorded in Plat Book A 869, page 4 in the Office of the Register of Deeds for Oconee County, SC, reference to which is hereby made for a more complete and accurate description.

This is a portion of the property granted to Abdulltef Y. Yassen and Gloria C. Yassen by deed of Betty B. Brock dated December 28, 1990 and recorded December 31, 1990 in Deed Book 641, page 122, records of Oconee County, South Carolina. This being the retained portion of the property after that deed of conveyance to Oconee County at Book 1211, page 43, records of Oconee County, South Carolina.

TMS # 500-19-01-017

- B. Purchase price: Actual appraisal value: \$60,000.00
- C. Source of funding: Budgeted monies for new Detention Center
- D. Budget ordinance amendment required: No
- E. Due diligence required: Phase I environmental (as part of due diligence for new Detention Center)
- F. Contractual documents required: Purchase contract, closing documents
- G. Intergovernmental Agreement required: No

Exhibit A

## **PROPERTY 2**

- A. Property description: Propex property, Seneca
- B. Purchase price: TBD
- C. Source of funding: TBD
- D. Budget ordinance amendment required: No
- E. Due diligence required: Survey, title search and title insurance, Phase I Environmental, and Railroad Crossing Agreement
- F. Contractual documents required: Purchase contract, closing documents
- G. Intergovernmental Agreement required: Yes, with City of Seneca

Exhibit B

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2010-31**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY, TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASE; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS, AND OTHER DOCUMENTS RELATED TO SUCH PURCHASE; AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING FOR THE TOTAL COST OF CONTRACTING FOR AND PURCHASING SUCH PROPERTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the “County Council”), is authorized and empowered by Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other authorities, to purchase and own real property, for the benefit and well being of the County and its people; and

**WHEREAS**, Oconee County is authorized by the Code to enter into certain intergovernmental agreements with other political subdivisions of the State, to carry out the County’s authority, responsibilities, and duties under the Code, including, without limitation, economic development efforts of the County; and

**WHEREAS**, by the Code and by its own internal policies and procedures, the County is required to account for its expenditure of public funds, to provide for the accounting for such funds and their expenditure, and to appropriate such funds in accordance with the Code and County policies and procedures; and

**WHEREAS**, by the Code and by Oconee County policy and procedure, the County Council is authorized and required to enter into contracts for certain purchases involving the appropriation and expenditure of public funds; and

**WHEREAS**, the Oconee County Budget Ordinance provides the appropriation and accounting authority for the expenditure of major public funds by Oconee County Council, and, from time to time, must be amended when County Council desires to appropriate and expend public funds in addition to those previously budgeted for in the Oconee County Budget Ordinance; and

**WHEREAS**, prior to the purchase of real property, as authorized in this Ordinance, any public body, including Oconee County, must do appropriate due diligence, to ensure that public funds are being expended wisely and in the best interests of the public body and the public; and

**WHEREAS**, Oconee County, acting by and through its County Council, has identified a parcel of real property, known to Oconee County Council at the time of each of the readings of this Ordinance, which is needed to further the interests of Oconee County and its people, and is available for purchase by Oconee County; and

**WHEREAS**, Oconee County, acting by and through its County Council, desires: to explore the possibility of purchasing the parcel; to explore the facts and circumstances involving the parcel; to conduct the due diligence required for such purchase, and to authorize the purchase of the parcel, contingent on the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council through the Oconee County Code of Ordinances, the Oconee County Budget Ordinance, this Ordinance, and other determinations of Oconee County Council; to explore the purchase options for the parcel of property and the funding requirements therefore; to identify the sources of funding for the parcel; to authorize the receipt of all lawful funds available to the County and authorized and available for such purchase, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; to prepare all documentation related to such purchase, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchase; and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such property, to authorize the expenditure of public funds for such purchase and to amend the Oconee County Budget Ordinance to provide the accounting and funding for the total cost of contracting for and purchasing such property:

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Administrator is hereby authorized and directed to: explore the possibility of purchasing the parcel of real property concerned in this ordinance, more specifically identified as Property 3 on Exhibit A of this Ordinance; explore the facts and circumstances involving the parcel; conduct the due diligence required for such purchase; explore the purchase options for the parcel of property and the funding requirements therefore; identify the sources of funding for the parcel; accept and account for all lawful funds available to the County and authorized and available for such purchase, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; prepare all documentation related to such purchase, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchase; and, bring all such matters, in the form of recommendations, back to Oconee County Council for such approval as may be required, by and through the successful enactment of this Ordinance.

2. Contingent upon the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council, herein and otherwise, and upon successful enactment of this Ordinance, the Chairman of Oconee County Council and the Oconee County

Administrator are hereby authorized and directed to execute all contractual documents, all intergovernmental agreements, and all other documents related to the purchase authorized by this Ordinance, and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such property, to expend the public funds authorized by this Ordinance, and more specifically as set forth on Exhibit A, hereto, for such purchase, and to complete the purchase of the parcel.

3. To the extent that any such amendment is required to comport with the funding for such purchases set forth on Exhibit A, hereto, the Oconee County budget ordinance is hereby amended so as to provide the accounting and funding for the total cost of contracting for and purchasing such properties, in the amounts as set forth on Exhibit A, hereto.

4. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute, enter into, and deliver all documents necessary for the completion of the actions authorized and directed in this Ordinance, including, but not limited to, all contractual documents, all intergovernmental agreements, and all other transactional documents.

5. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

6. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

7. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this 23<sup>rd</sup> day of November, 2010..

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: September 7, 2010  
Second Reading: October 5, 2010  
Public Hearing: November 23, 2010  
Third Reading: November 23, 2010



### **PROPERTY 3**

- A. Property description: England Property (+/- 415 acres), Hwy. 11, Oconee County
- B. Purchase price: \$2.5 Million
- C. Source of funding: Multiple (Attached)
- D. Budget ordinance amendment required: No – not at time of enacting Ordinance
- E. Due diligence required: Multiple (B.P. Barber Engineering Agreement Attached)
- F. Contractual documents required: Purchase contract, closing documents
- G. Intergovernmental Agreement required: No

Exhibit A

ATTACHMENT TO DEED OF  
B. MOLVED ENGLAND TO  
ENGLAND PROPERTIES, LP (A LIMITED PARTNERSHIP)

1. Parcel No. 113-00-04-007 - (known as "the Apple Orchard") - A tract of land in Long Creek School District, County of Oconee, containing 30.36 acres, and being a portion of land described on plat prepared by E. Jay Cooper, Surveyor, dated May 24, 1984, and recorded with the records of Oconee County in Plat Book P-51 at page 11. Said tract of land is located at the northeast intersection of US Highway 76 and SC Highway 37-335, and is bound on the southwest by center line of US Highway 76, on the northwest by Horace Matheson, on the northeast and east by lands of Anderson Production Credit Association, and on the southeast by center line of SC Highway 37-339.

This is a portion of the property conveyed by Nell L. Thrift to Big Robin Farms, Inc. by deed dated March 24, 1959, filed with the records of Oconee County in Deed Book 7-U at page 131 and the interest of Betty Jane Lee, a minor, conveyed to Big Robin Farms, Inc. by deed of R.C. Carter, Judge of Probate, filed with the records of Oconee County in Deed Book 7-U at page 132. This is the same property conveyed by Anderson Production Credit Association to B. Molged England by deed dated June 20, 1984, filed with the records of Oconee County in Deed Book 389 at page 157. The tract is SUBJECT to right-of-way of US Highway 76 and SC Highway 37-339; any utility easements located on the premises or filed of record; rights of others in the old road bed along a portion of the northern property line as shown on plat.

2. Parcel No. 221-00-01-001 - (known as "The Highway 11 England Farm") - A tract of land containing 449.20 acres, more or less, located in the Walhalla School District, Bear Swamp Community, County of Oconee, and made up of four separate tracts as follows: (1) Tract of 126 acres known as Tract No. 2 of the E. Breazeale Farm as shown by a plat made by John V. Stribling and being the identical tract conveyed to B.D. Breazeale by E.D. Breazeale by deed dated January 30, 1913, filed with the records of Oconee County in Deed Book 3-E at page 298. (2) Tract of 125 acres, known as Tract No. 3 of the E. Breazeale tract as shown by plat by John V. Stribling, dated June 21, 1917, and being the identical property conveyed to B.D. Breazeale by Brock Breazeale by deed dated June 21, 1917, filed with the records of Oconee County in Deed Book YF

at page 238. (3) Tract of 151 acres, more or less as shown by a plat by J. B. Sanders, Surveyor, dated March 1860, and being the identical lands conveyed to B. D. Breazeale by J. Merrill Sanders by deed dated February 9, 1926, filed with the records of Oconee County in Deed Book EE at page 377. (4) Tract containing 71 acres, more or less, being the southern portion of the J. L. Fenwell home tract, and being the identical lands conveyed to B. D. Breazeale by William M. Fenwell by deed dated January 2, 1909, and filed with the records of Oconee County in Deed Book JJ at page 388. B. D. Breazeale died in March, 1929 leaving his will wherein he devised his entire estate to Avelona A. Breazeale. This is a portion of the property conveyed by Avelona A. Breazeale to S. Mergo England by deed dated January 24, 1968, filed with the records of Oconee County in Deed Book S-U at page 304.

Being the remainder of the tract containing 473 acres, more or less, after conveyances of:

A tract of land of 8.45 acres as shown by a Plat by Michael L. Henderson, R.L.S. dated May 7, 1979, and filed with the records of Oconee County in Plat Book P-44 at page 301 conveyed by S. Mergo England to Carolina Conference Association of Seventh Day Adventist, Inc. by deed dated June 12, 1979 and filed with the records of Oconee County in Deed Book 13-L at page 243. Also included in the conveyance is all of the right, title and interest of Grantor to those lands within the right-of-way of South Carolina Highway 11 between the center-line and the tract of land conveyed as shown by the Plat as containing 1.45 acres, more or less.

A tract of land of 1.88 acres as shown by a Plat by Michael L. Henderson, dated December 20, 1991 and filed with the records of Oconee County in Plat Book A112 at page 4 conveyed by S. Mergo England to Carolina Conference Association of Seventh Day Adventist, Inc. by deed dated December 30, 1991, and filed with the records of Oconee County in Deed Book 677 at page 341.

A tract of land of 5 acres, more or less, as shown by a Plat by James G. Hart, dated August 10, 1993 and filed with the records of Oconee County in Plat Book A253 at page 2 conveyed by S. Mergo England to The South Atlantic District of the Christian and Missionary Alliance, Inc., and Foothills Alliance Church of

Walhalla, South Carolina, dated March 4, 1994 and filed with the records of Oconee County in Deed Book 783 at page 182.

A tract of land of 9.27 as shown by a Plat by Michael S. Henderson, dated June 21, 1994 and filed with the records of Oconee County in Plat Book A261 at page 9 conveyed by B. Malgro England to Larry L. Jellies by deed dated July 27, 1994 and filed with the records of Oconee County in Deed Book 781 at page 159.

3. Parcel No. 219-90-03-001 - (Known as "the Craig Place") - A tract of land located in Tugaloo Township, County of Oconee, containing 160 acres, more or less and bounded as follows: Beginning at a point on public road adjoining lands of J.B. Barnett, thence along said road S 60 W 4.58; thence E 52 1/2 W 13.50; thence S 59 W 4.56; thence S 52 W 7.60 to corner; thence S 68 1/2 E 17.42 to corner; thence N 23 1/2 E 23.98 to corner; thence N 47 W 14.63; thence N 50 W 4.80; thence N 30 1/2 W 14.15 to beginning point on road as shown by plat by C.C. Myers (surveyor) dated April 11, 1926, adjoining lands of the late W.L. England, F.E. Mitchell, A.L. Gossett and others, and being the same property conveyed to W.L. England by J.T. McAllister by deed dated July 26, 1921 and filed with the records of Oconee County in Deed Book 3-1 at page 231. This is a portion of the property conveyed by W.L. England, Sallie Marie England, Marjorie E. Nickels, Lucy E. Bennett and W.J. England to B. Malgro England by deed dated August 11, 1948, recorded in Deed Book 6-B at page 131.

Less however, a 3.9 acre tract as shown by a Plat prepared by Harold W. Hawkins dated September 30, 1979, and filed with the records of Oconee County in Plat Book P-32 at page 93 conveyed by Malgro England to Charlee M. Morgan and Patsy M. Morgan by deed filed with the records of Oconee County in Deed Book 10-7 at page 115.

CAPITAL PROJECTS DETAIL	FUND BALANCE / DEFERRED REVENUE 7/1/2010 (Preliminary)	EXPECTED INCREASE	BUDGETED EXPENDITURES	PROPOSED EXPENDITURE PROJECT NORTH	Transfers IN(OUT)	PROJECTED FUND BALANCE / DEFERRED REVENUE / ADVANCE 6/30/2011	SOURCE	NOTES
I-85 Infrastructure	\$ 999,083					\$ 999,083	Budgeted in 2007 for infrastructure to promote Economic Development of the I-85 Corridor from additional Duke payment.	
Economic Development Infrastructure	\$ 2,107,013	\$ 490,072	\$ 1,270,000	\$ 456,019	\$ (25,000)	\$ 846,066	Accumulation of the unexpended amount of the Economic Development mill restricted to Economic Development Infrastructure	Expected Increase from 1 Mill- Budgeted Expenditures \$770k Shell Building, \$400k Propex Partnership, \$100k Preliminary/Engineering Expenditures - Transfer C-Fund Match for Southern Entrance
Reidhead Property	\$ 1,011,481			\$ 1,011,481		\$ -	\$1M of Rural Development funds from utility companies. \$11,481 from the old Solid Waste enterprise fund arbitrage (interest earned on a bond that was not spent in a timely manner).	
AT&T Utility Tax Credit	\$ 130,000		\$ 130,000			\$ -		Budgeted Expenditures - Shell Building
Blue Ridge Utility Tax Credit - Shell	\$ 540,000	\$ 60,000	\$ 600,000			\$ -		Budgeted Expenditures - Shell Building
Phase 1 GCCP Southern Entrance (C-Fund Contribution \$180,000)		\$ 180,000	\$ 205,000		\$ 25,000	\$ -		\$100,000 approved at this point, expect another \$80,000 to be approved once final engineering/construction costs are known
						\$ -		
<b>Economic Development Capital Projects Fund</b>	<b>\$ 4,787,577</b>	<b>\$ 730,072</b>	<b>\$ 2,205,000</b>	<b>\$ 1,467,500</b>	<b>\$ -</b>	<b>\$ 1,845,149</b>		
Other Funds Approved for Capital for FY06/07	\$ 232,500			\$ 232,500		\$ -	Budgeted in 2007, \$3M was approved for I-85 infrastructure, construction of a new animal control facility, and renovation of DSS. This is the remaining funds not allotted to these specific projects.	
South Cove Storage	\$ 50,000			\$ 50,000		\$ -	\$50,000 budgeted 2010 Budget for a storage area at South Cove County Park. Unable to locate storage area there.	
						\$ -		
<b>General Capital Projects Fund</b>	<b>\$ 282,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 282,500</b>		<b>\$ -</b>		
<b>General Fund Contribution and/or Advance</b>				<b>\$ 750,000</b>		<b>\$ (750,000)</b>	<b>Expected to be repaid from future Tax Utility Credits</b>	

## **Executive Session:**

Mr. Dexter made a motion, seconded by Mr. McCall, approved 3 – 0, to enter into Executive Session for the purpose of receiving legal advice on a contractual matter related to the purchase of real estate. Council entered Executive Session at 8:38 p.m. Mr. Suarez arrived to the meeting during Executive Session.

Council returned from Executive Session on a motion by Mr. Dexter, seconded by Mr. Thrift approved unanimously at 9:06 p.m. Mr. Dexter noted that no action was taken in Executive Session.

Mr. McCall asked the County Attorney to read into the record two motions that he wished to propose. Mr. Martin read the following into the record.

Mr. Chairman during Executive Session, we received a briefing on contractual matters involving the potential purchase of three separate parcels of real property. Those discussions are not finalized but Council needs to proceed with the discussions and the necessary processes to complete the purchases, if everything works out as it should, since these purchases are time sensitive. So at this time I would like to make the following two motions:

1. I move to authorize and direct the County Administrator to move forward with the due diligence work for the purchase of these three parcels, including, among other things:
  - Obtaining all required pricing information, including appraisals, preparing all paperwork that will be required, such as options contracts, etc., and
  - Identifying all funding that will be required, including option money, earnest money, and purchase money, and
  - Identifying appropriate sources for all such funding, and
  - To bring these recommendations and documents back to Council for approval at a future meeting or meetings as time is of the essence.

Mr. McCall made the above motion, seconded by Mr. Dexter, approved 4 – 0.

2. Based on the previous approval, I move to approve **Ordinance 2010-29**, on first reading, by title only as follows: “AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASES; AUTHORIZING THE EXECUTION AND DELIVER OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS AND OTHER DOCUMENTS REALTED TO SUCH PRUCHASES; AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGTET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING THE TOTAL COSTS OF CONTRACTING FOR AND PURCHASING SUCH PROPERTIES; AND OTHER MATERS RELATED THERETO”

Mr. McCall made the above motion, seconded by Mr. Suarez, approved 4 – 0.

Mr. Martin noted that undoubtedly there were questions regarding these contractual issues. He stated that action on each will come before County Council and become public at that time.

## **Adjourn:**

Mr. Thrift made a motion at 9:18 p.m. to adjourn the meeting. The motion was approved unanimously.

Respectfully Submitted:

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## ENGINEERING AGREEMENT

Oconee County Economic Development  
Commission  
502 East Main Street  
Walhalla, SC 29691  
Attn: Mr. Jim Alexander

BP Barber (hereinafter called the "ENGINEER") hereby proposes and agrees to serve as consulting engineers for Oconee County Economic Development Commission (OCEDC) (hereinafter called the "CLIENT") in the completion of engineering and environmental services related to the 400 acre site along SC Highway 11 in Oconee County, South Carolina (hereinafter called the "Project"). The compensation to the ENGINEER for this project is \$47,350 based upon Scope of Services outlined in Section B. The compensation for individual tasks is outline in Section D. Any engineering services requested which are not a part of this Agreement can be completed as a Special Service, which are described in Section C. The ENGINEER will endeavor to complete these services within sixty (60) days. The CLIENT acknowledges and understands that achieving this timeline involves factors beyond the control of the ENGINEER, including, but not limited to, governmental agencies, subconsultants, and weather delays. The ENGINEER proposes to assist and advise the CLIENT as specifically set forth below. The services to be performed by the ENGINEER under this Agreement are intended solely for the benefit of the CLIENT and no other entity shall have any claim against the ENGINEER because of this Agreement of the ENGINEER'S performance or nonperformance of services hereunder. Nothing contained herein shall confer any rights or create any duties on the part of the ENGINEER toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. The ENGINEER'S services shall be performed in a manner consistent

ENGINEER shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The CLIENT shall provide access to and make all provision for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement. The ENGINEER may rely upon the CLIENT's instructions for such access and, should these instructions be in error, the CLIENT shall hold the ENGINEER harmless from any liability directly resulting from said erroneous instructions.

A. Description of Project

The Project consists of assisting the CLIENT in developing a 400 Acre Site along SC Highway 11 in Oconee County, South Carolina into a potential Mixed Use Industrial/Recreation Center. This project shall include the study and documentation of various environmental and engineering issues to evaluate the Site's feasibility for industrial development. The ENGINEER has previously completed a Phase I Environmental Site Assessment (ESA) on the Site and therefore this service has not been included within this Agreement. It is also assumed that a complete Boundary Survey will be provided by the CLIENT. In addition, based on an initial review of the Site a Phase II ESA will not be necessary; therefore, this is not included within this Agreement.

Attachment "B" of this Agreement shows, generally, the location of the proposed Project.

B. Services to be Provided by the ENGINEER

The ENGINEER shall assist the CLIENT with the Project by providing various services as follows:

1. Preliminary Wetlands Assessment/Delineation and Survey

The ENGINEER will coordinate a Wetland Delineation and conduct a Wetlands Survey/Plat for the Site. The delineation and survey will identify and define jurisdictional wetlands within the property boundaries. This delineation will include the flagging of wetland boundaries, preparation of Wetland Determination Application to be submitted to the U.S. Army Corps of Engineers (USACE), coordination of on-site meetings with USACE, and the submittal of the wetlands boundaries survey to the USACE for their approval.



include the flagging of wetland boundaries, preparation of Wetland Determination Application to be submitted to the U.S. Army Corps of Engineers (USACE), coordination of on-site meetings with USACE, and the submittal of the wetlands boundaries survey to the USACE for their approval.

2. Threatened and Endangered Species Survey

The ENGINEER will coordinate a Threatened and Endangered Species Survey to evaluate the presence or potential presence of threatened or endangered species as related to the industrial development of the Site. The ENGINEER will review and provide a summary of findings. The report will be submitted to USFWS for verification and concurrence.

3. Preliminary Geotechnical Exploration

The ENGINEER will coordinate a Preliminary Geotechnical Exploration to review the subsurface properties of the Site. This exploration will include fifteen (15) soil borings to a depth of twenty (20) feet and five (5) borings to a depth of thirty (30) feet, one (1) seismic bore to a depth of thirty (30) feet, and preliminary analysis of the site preparation, appropriate foundation types, groundwater depths, and bearing capacities, pavement types, and potential stripping or undercutting depths. The ENGINEER will review and utilize the information obtained from the Preliminary Geotechnical Exploration for planning purposes to verify if any soils conditions may inhibit the development of the property. In addition to these tasks, the Consultant will determine the Site's Seismic Classification to quantify the liquefaction potential of the on-site soils.

4. Cultural Resources Identification Survey (CRIS)

The ENGINEER will coordinate a CRIS based upon the Memorandum of Understanding (MOU) between the South Carolina Department of Commerce and State Historic Preservation Office (SHPO). This report will identify any cultural or archeological sites are located within the Site and if these would be impacted by future development. This step also is necessary to prepare for any potential grants, wetland impacts, or federal funding. The ENGINEER will provide recommendations concerning the findings.

5. Existing Infrastructure Evaluation

The ENGINEER shall perform the tasks associated with documenting the availability and capabilities of the infrastructure serving the Site, including water, and wastewater. A report will be prepared to compare the current water and wastewater capacities of the existing infrastructure within the area and ability to support any future demands for the Site.

6. LIDAR Formatting/Mapping

The ENGINEER will utilize Oconee County LIDAR survey to develop an aerial topographic survey of the site. This survey can be used to determine elevations and slopes of the land surface within the property, and used for preliminary design of water, wastewater, stormwater and roadway infrastructure. The LIDAR formatting will be completed with 2-foot contour intervals.

7. Proposed Site Layout/Master Plan Rendering

The ENGINEER will utilize mapping, field visits, and existing infrastructure to plan infrastructure improvements to the Site. One (1) Preliminary Layout will be prepared in cooperation with the County staff to illustrate the locations of the recommended initial infrastructure improvements, such as roadway, water, and wastewater. In addition, one (1) color rendering of the proposed layout will be provided as additional marketing material for the CLIENT.

8. Preliminary Opinion of Probable Cost

The ENGINEER shall provide an Opinion of Probable Cost for the proposed improvements described in Task 7 described above.

Based on information contained in the Site Engineering Evaluation Report, the ENGINEER shall submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items. Any evaluations of the budget for the project, the preliminary estimate of the probable cost and any updated estimates of the probable cost prepared by the ENGINEER represent the ENGINEER'S judgment as a design professional familiar with the construction industry. Since the ENGINEER has no control over the cost of labor, materials, equipment, or the Contractors methods of determining price or competitive bidding, the ENGINEER cannot and does not warrant or guarantee that proposals, bids, or the Project construction cost will not vary from the ENGINEER's opinion of the probable cost of the Project.

9. Site Engineering Evaluation Report

The ENGINEER shall compile and summarize all of the information gathered in the completion of the tasks discussed above and make engineering recommendations necessary for the development of the Industrial Site. As part of the Report, the ENGINEER shall provide all documents on a CD which can be provided to any potential prospect for their information.

Under the section of this Agreement entitled "Compensation", costs are included for providing three sets of completed documents to the CLIENT for its use. The ENGINEER will provide the necessary number of documents to the various permitting and/or approval agencies listed above at no additional cost to the CLIENT.

C. Special Services

In addition to the foregoing services, the following special services may be required:

1. Laboratory tests, well tests, specialized geological, hydraulic or other studies may be recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the CLIENT; provided, however, that the CLIENT shall be advised of and give consent to such tests and/or studies prior to their being made.

2. Necessary preparation of additional sketches, maps, plats, etc., for easements, litigation, or other reasons not specified in Items B, C, D, E and F, shall be provided by the ENGINEER, if requested by the CLIENT.
3. Redesign done by the ENGINEER at the request of the CLIENT
4. Services during re-advertisement for bids for construction
5. Assistance in obtaining and administering funding for the Project
6. Applications for encroachment permits within railroad rights-of-way
7. City and/or County Planning Commission or other planning authority approvals
8. Permits and permit fees not covered under Item C
9. NPDES permitting assistance
10. Preparation of Record Drawings in electronic format
11. Preparation of plans and specifications for "Alternate" bid items
12. Assistance with administering "Liquidated Damages" or other construction penalties
13. Construction contract negotiations after bids are received
14. Other assistance or services as requested by the CLIENT and not specifically provided for herein.
15. Certification of Industrial Sites.
16. Design, surveying or planning of any site development improvements related to this project or any future projects as directed by the OWNER; such as, water or wastewater system improvements; stormwater management improvements or flood studies; roadway improvements, traffic studies or traffic signal design; site grading plans; site conceptual planning; environmental studies; or coordination of multimedia presentations.

D. Compensation

The CLIENT shall compensate the ENGINEER for his services under this Agreement in accordance with the following:

1. For Services rendered under Item B, compensation to the ENGINEER shall be as follows:
  - a. For Item B.1., Preliminary Wetlands Assessment/Delineation and Survey, a lump sum fee of \$18,250.
  - b. For Item B.2, Threatened & Endangered Species Survey, a lump sum fee of \$1,100.
  - c. For Item B.3, Preliminary Geotechnical Exploration, a lump sum fee of \$7,500.
  - d. For Item B.4., Cultural Resources Identification Survey (CRIS), a lump sum fee of \$6,500.
  - e. For Item B.5, Existing Infrastructure Evaluation, a lump sum fee of \$3,000
  - f. For Item B.6, LIDAR Formatting/Mapping, a lump sum fee of \$1,000
  - g. For Item B.7, Proposed Site Layout/Master Plan Rendering, a lump sum fee of \$2,500
  - h. For Item B.8, Preliminary Opinion of Probable Cost, a lump sum fee of \$2,000
  - i. For Item B.9, Site Engineering Evaluation Report, a lump sum fee of \$5,500
2. For services rendered under Item C - Special Services, compensation to the ENGINEER shall be on an hourly basis in accordance with the Hourly Rate Schedule of Attachment "A" enclosed herewith.
3. The CLIENT agrees to make payment, in full, to the ENGINEER within fifteen days of the date of the ENGINEER's invoice.
  - a. The ENGINEER may submit, not more frequently than monthly, periodic payment requests for services completed to date.
  - b. If payment is not made within fifteen days, the CLIENT agrees that the ENGINEER shall be due interest (beginning fifteen days after the date of the invoice) on the unpaid balance at the rate of one and one-half percent per month.

- c. If payment, in full, is not received by the ENGINEER within thirty days of the date of the invoice, the ENGINEER may cease to provide services on the Project until such time as payment, in full, is received. The CLIENT agrees to indemnify and hold the ENGINEER harmless for any claims or liability resulting from such interruption of services.
- d. The CLIENT agrees that the ENGINEER may, at its option, request prepayment of the ENGINEER's estimated amount of final payment prior to issuing the ENGINEER's certifications of Project completion to permitting and/or approval agencies.

E. Termination of Agreement for Cause

If, through any cause, the ENGINEER shall fail to fulfill, in as timely and proper a manner as is consistent with the professional standard of care, his obligations under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Agreement, the CLIENT shall thereupon have the right to terminate this Agreement by giving at least seven (7) days written notice to the ENGINEER of such termination and specifying the date of such termination.

F. Termination for Convenience of CLIENT

The CLIENT may terminate this Agreement at any time by providing at least a seven-day notice in writing from the CLIENT to the ENGINEER. If the Agreement is terminated by the CLIENT as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the ENGINEER covered by this Agreement, less payment of compensation previously made. If this Agreement is terminated due to the fault of the ENGINEER, Section I hereof relative to termination shall apply.

G. Agreed Remedy

The CLIENT agrees that the ENGINEER's liability for damages on account of errors, omissions, or other professional negligence will be limited to a sum not to exceed a maximum of the total amount of Compensation for the services provided.

H. Waiver of Subrogation

The CLIENT and the ENGINEER waive all rights for damages each against the other and against the contractors, consultants, agents and employees of the other, but only to the extent covered by property insurance during or after construction except such rights as they may have to the proceeds of such insurance. The CLIENT and the ENGINEER each shall require similar waivers from their contractors, consultants and agents.

I. Ownership of Documents

All documents, including, but not limited to, drawings, specifications, reports, plats, boring logs, field notes, laboratory test data, calculations and estimates prepared by the ENGINEER are *Instruments of Service* for use solely with respect to **this** Project. **This includes all documents in electronic form.** The ENGINEER shall be deemed the author and owner of the *Instruments of Service* and shall retain all common law, statutory, and other reserved rights, including copyrights. Further, the *Instruments of Service* shall not be sold or distributed to any third party without the express written permission of the ENGINEER.

The CLIENT agrees that all documents of any nature furnished to the CLIENT or the CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever. The CLIENT further agrees that under no circumstances shall any documents produced by the ENGINEER, pursuant to this Agreement, be used for future additions or alterations to this Project or at any other Project not expressly provided for in this Agreement without the express written permission of the ENGINEER. At the request and expense of the CLIENT, the ENGINEER will provide the CLIENT with copies of documents created in the performance of the ENGINEER's services for a period not exceeding five years following submission of the services contemplated by this Agreement.

Any reuse or distribution to third parties without the express written permission of the ENGINEER is prohibited. Such reuse or distribution to third parties will be at the CLIENT'S sole risk and without liability to ENGINEER or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ENGINEER from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

J. Successors and Assigns

The CLIENT and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants to this Agreement; except as above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and the ENGINEER. Provided, however, that claims for money due or to become due the ENGINEER from the CLIENT under this Agreement may be assigned to a bank, trust company or other financial institution or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CLIENT. The ENGINEER shall not, in connection with any such assignment by the CLIENT, be required to execute any documents that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER'S contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.



K. Dispute Resolution

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

L. Consequential Damages

Neither the CLIENT nor the ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

M. Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to acts occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

N. Governing Law

The laws of the state in which the ENGINEER'S office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

O. Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

P. Reliance

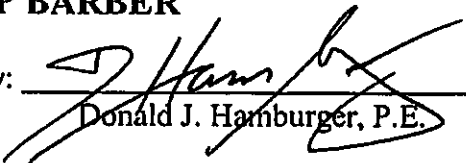
ENGINEER shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

Q. Certifications

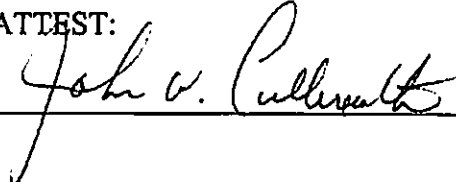
ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER'S having to certify, guaranty, or warrant the existence of conditions that ENGINEER cannot ascertain.

This Agreement formally entered into and agreed upon this 14 day of Sept., 2010.

**BP BARBER**

By:   
Donald J. Hamburger, P.E.

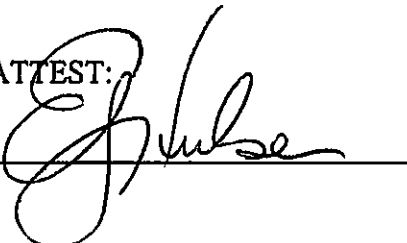
Title: President & Chief Operation Officer

ATTEST:  


**OCONEE COUNTY**

By: 

Title: County Administrator

ATTEST:  




**To:** Oconee County  
415 South Pine Street  
Walhalla, SC 29691

**From:** BP Barber  
P.O. Box 1116  
Columbia, SC 29202-1116  
(803) 254-4400

**Attn:** Ms. Robyn Courtright      **Invoice No.:** ED10-0242  
Oconee County Procurement      November 19, 2010

**cc:** Mr. Jim Alexander, Economic Development      Page 1 of 3  
Mr. Dan Esteban, BP Barber Greenville

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**RE:** Engineering and environmental services related to 400 Acre site along SC Highway 11  
Project No. 09420  
Purchase Order No. 47828

Engineering and Environmental services related to the referenced project in accordance with the Purchase Order dated September 13, 2010 and in accordance with RFQ 06-17 dated January 1, 2007 and contract dated February 2, 2007 as follows:

**Preliminary Wetlands Assessment / Delineation and Survey:** (Complete)

Contract Amount:	\$ 18,250.00
Complete to Date:	\$ 17,250.00
Less Previous Invoices:	\$ 1,000.00
Amount Due:	\$ 16,250.00

**Threatened and Endangered Species Survey:** (Complete)

Contract Amount:	\$ 1,100.00
Complete to Date:	\$ 1,100.00
Less Previous Invoices:	\$ 200.00
Amount Due:	\$ 900.00

**Preliminary Geotechnical Exploration:** (Complete)

Contract Amount:	\$ 7,500.00
Complete to Date:	\$ 7,500.00
Less Previous Invoices:	\$ 1,000.00
Amount Due:	\$ 6,500.00



**To: Oconee County**  
**415 South Pine Street**  
**Walhalla, SC 29691**

**From: BP Barber**  
**P.O. Box 1116**  
**Columbia, SC 29202-1116**  
**(803) 254-4400**

**Attn: Ms. Robyn Courtright**      **Invoice No.:**  
**Oconee County Procurement**  
**cc: Mr. Jim Alexander, Economic Development**  
**Mr. Dan Esteban, BP Barber Greenville**

**ED10-0242**  
**November 19, 2010**  
**Page 2 of 3**

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**Cultured Resources Identification Survey:** (Complete)

Contract Amount:	\$ 6,500.00
Complete to Date:	\$ 6,500.00
Less Previous Invoices:	\$ <u>1,000.00</u>
Amount Due:	\$ 5,500.00

**Existing Infrastructure Evaluation:**

Contract Amount:	\$ 3,000.00
Complete to Date:	\$ 0.00
Less Previous Invoices:	\$ <u>0.00</u>
Amount Due:	\$ 0.00

**LIDAR Formatting / Mapping:** (Complete)

Contract Amount:	\$ 1,000.00
Complete to Date:	\$ 1,000.00
Less Previous Invoices:	\$ <u>0.00</u>
Amount Due:	\$ 1,000.00

**Proposed Site Layout / Master Plan Rendering:**

Contract Amount:	\$ 2,500.00
Complete to Date:	\$ 2,000.00
Less Previous Invoices:	\$ <u>0.00</u>
Amount Due:	\$ 2,000.00



To: Oconee County  
415 South Pine Street  
Walhalla, SC 29691

From: BP Barber  
P.O. Box 1116  
Columbia, SC 29202-1116  
(803) 254-4400

Attn: Ms. Robyn Courtright Invoice No.:  
Oconee County Procurement  
cc: Mr. Jim Alexander, Economic Development  
Mr. Dan Esteban, BP Barber Greenville

ED10-0242  
November 19, 2010  
Page 3 of 3

**Preliminary Opinion of Probable Cost:**

Contract Amount: \$ 2,000.00  
Complete to Date: \$ 1,000.00  
Less Previous Invoices: \$ 0.00  
Amount Due: \$ 1,000.00

**Site Engineering Evaluation Report:**

Contract Amount: \$ 5,500.00  
Complete to Date: \$ 0.00  
Less Previous Invoices: \$ 0.00  
Amount Due: \$ 0.00

**Amendment No. 1 (Dated September 27, 2010)**

**Boundary Survey**

Contract Amount: \$ 12,800.00  
Complete to Date: \$ 12,800.00  
Less Previous Invoices: \$ 0.00  
Amount Due: \$ 12,800.00

**Total Amount Due ..... \$45,950.00**

Period of Invoice: 10/01/10 through 10/22/10

Payment, in full, is due no later than December 19, 2010. After December 19, 2010, interest at a rate of one and one-half percent per month will be applied to any unpaid balance.

Prepared by: John W. Culbreath, P.E.

REMIT TO: BP Barber  
P.O. Box 1116  
Columbia, SC 29202-1116

ED:jar  
1/30/D

**AGREEMENT FOR THE PURCHASE AND SALE  
OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this 18 day of November, 2010 ("Effective Date"), by and between ENGLAND PROPERTIES LP ("Seller") and THE COUNTY OF OCONEE ("Purchaser").

**RECITALS**

A. Seller is the owner in fee simple of that certain 415± acre tract or parcel of land on Highway 11 near the Town of Westminster, in the County of Oconee, State of South Carolina known as the "Highway 11 England Farm" and having tax map no. 221-00-01-001 ("Land");

B. Purchaser desires to purchase from Seller the Property (as described below), and Seller desires to sell and convey the same to Purchaser;

**AGREEMENT**

1. **PROPERTY.** Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") pursuant to the terms and conditions set forth herein. The Property shall consist of:

(a) The Land;

(b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, spur tracks and reversions; and

(c) All improvements on or within the Land, including without limitation, the systems, fixtures and equipment installed on the Land and/or the improvements on or within the Land.

2. **PURCHASE PRICE.** The purchase price for the Property shall be TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100THS (\$2,500,000.00) ("Purchase Price"), payable as follows:

(a) **Earnest Money.** Simultaneously with the execution of this Agreement, Purchaser shall pay to McNair Law Firm, P.A. ("Escrow Agent") the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, which shall be held in trust as an earnest money deposit. All earnest money tendered pursuant to this Agreement shall be held and applied in accordance with the terms of this Agreement. Escrow Agent shall deposit all earnest money deposits in a non-interest bearing account. All earnest money deposits tendered under this Agreement are referred to in this Agreement as the "Earnest Money".

(b) **Balance of Purchase Price.** The balance of the Purchase Price less the credit set forth above shall be paid at Closing.

3. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

(a) Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property and Seller is able to convey to Purchaser, free and clear of any liens or encumbrances.

(b) Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

(c) Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

(d) Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

(e) Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property at the time of Closing.

(f) Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority; provided, however, that this representation shall not apply to liability claims for which there is adequate and sufficient liability insurance.

(g) No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(i) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or

(ii) Violate any restriction to which Seller is subject, or



(iii) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or

(iv) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(v) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

(h) Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

(i) Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser's title insurance company completely to vest in and assure to Purchaser full rights in or to the Property.

(j) Seller's Environmental Representations and Warranties. Seller, to the best of Seller's knowledge after due inquiry, represents and warrants to Purchaser and its successors and assigns as follows:

(i) The Property and its existing and prior uses comply and have at all times complied with, and Seller is not in violation of, and has not violated, in connection with the ownership, use, maintenance or operation of the Property and the conduct of the business related thereto, any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of all governmental authorities relating to environmental matters, including by way of illustration and not by way of limitation, the Comprehensive Environmental Response, Compensation and Liability Act as amended, the Resource Conservation Recovery Act as amended, the Clean Air Act, the Clean Water Act, any "Superfund" or "Superlien" law, the South Carolina Pollution Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any petroleum, petroleum byproduct (including, without limitation, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regard less of specific gravity), natural or synthetic gas, products and or hazardous substance or material, toxic or dangerous waste, substance or material, pollutant or contaminant, as may now or at any time hereafter be in effect (collectively "Environmental Laws").

(ii) Without limiting the generality of subsection (i) above, Seller (A) has operated the Property and has at all times received, handled, used, stored, treated, shipped and disposed of all hazardous material in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and (B) has removed (or will remove prior to the Closing) from and off the Property all hazardous material. Hazardous material for purposes of this Agreement means and includes petroleum, petroleum byproducts (including, without limitation, crude oil, diesel oil; fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity, natural or synthetic gas products and/or any hazardous substance or material, waste, pollutant or contaminant, defined as such in (or for the purposes of) the Environmental Laws.

(iii) There are no violations of any statutes, orders, rules or regulations relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the property and Seller as no knowledge, nor has Seller received any notice of any of the same.

(iv) No hazardous material has been released into the environment, or deposited, discharged, placed or disposed of at, on or near the Property, nor has the Property been used at any time by any person as a landfill or a waste disposal site.

(v) No notices of any violation of any of the matters referred to in subsections (i) through (iv) above relating to the Property or its use have been received by Seller, and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

(vi) There are no monitoring wells on the Property for monitoring hazardous leachate or other hazardous substances or releases.

(vii) There are no subsurface (underground) tanks situated on the Property.

(viii) There is no PCB contamination from any power transformer, capacitor, or any other source on the property.

(ix) Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against it relating to environmental matters.

(x) Seller warrants there is no asbestos containing material (ACM) on the Property.

4. **PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** In order to induce Seller to enter into this Agreement and to sell the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Purchaser hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Seller:

(a) Authority of Purchaser. Subject to the approval of this Agreement by ordinance by Purchaser's County Council (the "Council"), Purchaser has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Purchaser as authorized and approved by Council will be a valid and binding obligation of Purchaser in accordance with its terms.

5. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.**

(a) Council Approval. The acquisition of the Property will be conditioned upon the approval by the Purchaser's Council and compliance with all governmental requirements, including without limitation, procurement and appropriations procedures.

(b) Status of Title. Seller shall convey good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser.

(i) Purchaser shall have sixty (60) days after the Effective Date to obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (1992) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser.

(ii) Purchaser shall have sixty (60) days after the Effective Date to obtain a survey of the Property, such survey (i) confirming that the acreage is 415 acres or such other acreage acceptable to Purchaser and (ii) disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(iii) Purchaser shall have until ninety (90) days after the Effective Date to review said commitment and survey and to submit to Seller notice in writing of title exceptions shown in said commitment which are not acceptable to Purchaser and to submit to Seller notice in writing of Purchaser's objections to the survey.

(iv) Purchaser shall have until one hundred twenty (120) days after the Effective Date to terminate this Agreement based on Purchaser's objections to the title exceptions and survey in which event this Agreement shall

be void, the Earnest Money shall be promptly refunded to Purchaser, and neither party shall have any further obligation hereunder.

(c) Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days after the Effective Date to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(i) To conduct any and all inspections, engineering and feasibility studies which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Purchaser agrees to hold Seller harmless from any and all costs and expenses incurred in relation to the inspections and studies described herein, and agrees to return the Property to its present condition.

(ii) To obtain such Phase I Environmental Audit which shows that the Property is free of hazardous materials. The cost shall be borne by Purchaser.

(d) Financing. Purchaser shall obtain financing for the purchase of the Property through the issuance and sale of bonds for financial terms and conditions acceptable to Purchaser.

(e) Appraisal. Purchaser shall obtain an appraisal from an appraiser acceptable to Purchaser which appraises the Property at an amount equal to or greater than the Purchase Price.

(f) Wetlands Study. Purchaser shall obtain a wetlands study acceptable to Purchaser which confirms that the wetlands, if any, on the Property shall not materially impair or restrict the future development of the Property.

6. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than December 31, 2010 or sooner at the option of the Purchaser. The Closing shall take place at the offices of Purchaser's counsel or at such other location as agreed to between the parties.

7. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy. Purchaser shall pay for the cost of the survey. Seller shall cause the release of the Property from all loans secured by the Property, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate

taxes for the Property shall be prorated as of the date of Closing; except, however, Seller shall be responsible for any deferred or rollback taxes accrued to date of Closing. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

8. SELLER'S DELIVERIES. Seller shall deliver the following items at Closing:

(a) A General Warranty Deed conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.

(b) A Certificate of Tax Compliance issued by the South Carolina Department of Revenue no more than thirty (30) days prior to the Closing.

(c) An Owner's Affidavit, lien waiver, and/or other agreements or affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

(d) Such documents as may be required or as may be reasonable or necessary to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

(e) Copies of such documents and resolutions as may be acceptable to the Purchaser's title company, so as to evidence the authority of the person signing the Limited Warranty Deed and other documents to be executed by Seller at the Closing.

9. PURCHASER'S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver the following:

(a) Purchaser shall pay to Seller the cash portion of the Purchase Price, by cashiers check, certified bank check or wire transfer, adjusted for the prorations and adjustments required in connection with the Closing. The Earnest Money shall be applied against the cash portion of the Purchase Price of the Property at Closing.

(b) Such documents as may be required or as may be reasonable or necessary to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

(c) Copies of such documents and resolutions as may be acceptable to Seller's counsel, so as to evidence the authority of the person signing the documents to be executed by Purchaser at the Closing.

10. REAL ESTATE COMMISSION. Except as set forth below, Seller and Purchaser hereby represent and warrant to each other that no party is entitled, as a result of

actions of Seller and/or Purchaser, to a real estate commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and to the extent permitted by law, Seller and Purchaser agree to indemnify, defend and hold each other harmless from and against any and all costs, damages and expense, including attorney's fees, resulting directly or indirectly, from any claim to a real estate commission or other fee arising out of the actions of or contract with Seller and/or Purchaser. These representations, warranties and indemnity shall survive the rescission, termination or consummation of this Agreement.

(a) Seller and Purchaser recognize that Hugh Durham & Associates, Inc. (the "Broker") as the procuring cause of the transaction contemplated by this Agreement, and that Seller shall pay a commission to Broker pursuant to separate agreement.

## 11. DEFAULT.

(a) Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser shall be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, the Earnest Money shall be immediately refunded to Purchaser, and this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Upon Purchaser delivering a copy of the written notice of termination to the Escrow Agent, Seller hereby authorizes and directs the Escrow Agent to immediately return the Earnest Money to Purchaser.

(b) Purchaser's Defaults. In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller may give written notice to Purchaser as herein provided, and retain the Earnest Money as full liquidated damages and as Seller's sole remedy for any such breach, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever.

## 12. MISCELLANEOUS PROVISIONS.

(a) Escrow Agent. Escrow Agent shall hold the earnest money deposit as escrow agent, and shall not be entitled to any fees or compensation for its services as escrow agent hereunder. Escrow Agent shall be liable only to hold the earnest money and to deliver same to the parties named herein in accordance with the provisions of this Agreement. Escrow Agent is acting as a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless the same shall be caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement, or any of them or any other person, resulting in adverse claims and demands being made in connection with, or for, any property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with such claims or demands as long as such disagreement may

continue and in so refusing, shall make no delivery or other disposition of any property then held by it under this Agreement, and in so doing, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the property involved herein or affected hereby, or (ii) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any deposits held by it into any Court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

(b) Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(e) Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

(f) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

(g) Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

(h) Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

(i) Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Purchaser:

Scott Moulder  
County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

With a copy to:

James K. Price  
McNair Law Firm, P.A.  
104 S. Main Street, Suite 700  
Greenville, SC 29601

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

(j) **Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

IN THE PRESENCE OF:

Reginald T. Dyer

SELLER:

ENGLAND PROPERTIES I.P.

By: M. Cole  
Title: Property Owner

PURCHASER:

THE COUNTY OF OCONEE

Amanda F. Brock

By: [Signature]  
Title: Oconee County Administrator

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2010-32**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY  
ORDINANCES NO. 2006-027, 2008-017, 2010-04 and 2010-24 RELATING  
TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS  
COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “ Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008, by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010, and by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010 (hereinafter collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Fourth Amendment to the Agreement, attached hereto;

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Fourth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Fourth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesated enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fourth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Fourth Amendment to the Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this \_\_\_\_ day of December, 2010.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: November 9, 2010  
Second Reading: November 23, 2010  
Public Hearing: December 7, 2010  
Third Reading: December 7, 2010

Addition to Exhibit A (Oconee County)  
Agreement for Development of Joint County  
Industrial Park dated as of January 16, 2007,  
Amended on November 3, 2008,  
May 4, 2010, August 16, 2010 and December \_\_\_\_,  
2010  
Between Oconee County and Pickens County

Tract 5      Project LSSSD

**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**ORDINANCE 2010-34**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LSSSD; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project LSSSD, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures electronic controls and assemblies in which the minimum level of taxable investment is not less than Five Million Dollars (\$5,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 9, 2010, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project will be located in a joint county industrial and business park with a contiguous county.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic controls and assemblies, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County

or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this \_\_\_\_ day of December 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: November 9, 2010  
Second Reading: November 23, 2010  
Public Hearing: December 7, 2010  
Third Reading: December 7, 2010



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**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2010-36**

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2011, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: \_\_\_\_\_

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BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bonds” shall mean the General Obligation Bonds, Series 2011, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$17,000,000 authorized to be issued pursuant to Section 3 hereof.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Constitution” shall mean the Constitution of the State of South Carolina, 1895, as amended.

“County Council” shall mean the County Council of Oconee County, South Carolina.

“County” shall mean Oconee County, South Carolina.

“County Bond Act” shall mean Title 4, Chapter 15, of the S.C. Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council, commencing on the date as determined by the Chairman of County Council.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer.

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer.

“S.C. Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“State” shall mean the State of South Carolina.

**SECTION 2. Findings and Determinations.** The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the S.C. Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is \$526,710,650. Eight percent of such sum is \$42,136,852. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$5,940,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,000,000 original principal amount General Obligation Bonds, Series 2002, dated July 1, 2002, currently outstanding in the principal amount of \$640,000; and

(ii) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$5,300,000.

Thus, the County may incur not exceeding \$36,196,852 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to pay (i) the costs of designing, constructing and equipping a new detention center in the County (the "Project"), and (ii) the costs of issuance of the Bonds. The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$17,000,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

**SECTION 3. Authorization and Details of Bonds.** Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$17,000,000 aggregate principal amount of general obligation bonds of the County to obtain funds for the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be designated "\$17,000,000 [or principal amount issued] General Obligation Bonds, Series 2011, of Oconee County, South Carolina".

The Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date

payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council pursuant to Section 5 hereof.

SECTION 4. Redemption Provisions. The Bonds maturing on or prior to April 1, 2021 shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2022, shall be subject to redemption at the option of the County on or after April 1, 2021, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Bonds. The Chairman of County Council is hereby authorized and empowered to: (a) determine the original issue date of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the Bonds; (e) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (f) determine the date and time of sale of the Bonds; (g) modify the redemption provisions set forth in Section 4 hereof; (h) approve the Registrar and Paying Agent as provided in Section 8 hereof; (i) determine whether one or more of the respective Series of Bonds shall be issued on a federally tax-exempt basis; (j) determine whether one or more the respective Series of Bonds shall be designated and issued as Build America Bonds or Recovery Zone Economic Development Bonds pursuant to the authority of the American Recovery and Reinvestment Act of 2009, or any other legislation providing for similar designations; (k) determine the Interest Payment Dates, as well as the first Interest Payment Date; (l) determine whether the Bonds shall be designated as “qualified tax exempt obligations” under Section 265(b)(3) of the Code; and (m) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds. After the sale of the Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial

ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely

affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council does not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the “Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.



(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
GENERAL OBLIGATION BOND, SERIES 2011

No. R- \_\_

INTEREST RATE    MATURITY DATE    ORIGINAL  
ISSUE DATE    CUSIP

REGISTERED HOLDER:

PRINCIPAL AMOUNT:    DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, as paying agent (the "Paying Agent"), in \_\_\_\_\_, State of \_\_\_\_\_, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing \_\_\_\_\_, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, as registrar (the "Registrar"), in \_\_\_\_\_, \_\_\_\_\_, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder,

redemption provisions and rate of interest, aggregating \$\_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_.

This Bond and the series of which it is one maturing on or prior to April 1, 2020, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 2021 shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

This Bond and the series of which it is one maturing on April 1, 20\_\_, are subject to mandatory redemption by lot on April 1 each year at a redemption price equal to one hundred percent (100%) of the principal of the Bonds so redeemed, together with interest accrued therein to the date of redemption, in the principal amounts set forth in the table below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60<sup>th</sup>) day next preceding any mandatory redemption date, the County may (a) deliver to the Paying Agent for cancellation Term Bonds of the applicable maturity in any aggregate principal amount desired, or (b) receive a credit in respect of its mandatory redemption obligation for any Term Bonds of the applicable maturity which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond of the applicable maturity so delivered or previously purchased or redeemed shall be credited at one hundred percent (100%) of the principal amount thereof, on the obligation of the County on the respective mandatory redemption obligation in chronological order, and the principal amount of the Term Bonds of the applicable maturity to be redeemed shall be reduced accordingly.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his

duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the  
entireties

\_\_\_\_\_Custodian\_\_\_\_\_  
(Cust.) (Minor)

JT TEN - As joint tenants  
with right of  
survivorship and  
not as tenants in  
common

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

### FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers  
unto \_\_\_\_\_

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to  
transfer the within Bond on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed  
by an institution which is a  
participant in the Securities  
Transfer Agents Medallion  
Program ("STAMP") or similar  
program.

\_\_\_\_\_  
NOTICE: The signature to this  
agreement must correspond with  
the name of the registered holder  
as it appears upon the face of the  
within Bond in every particular,  
without alteration or enlargement or any  
change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Manager. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

#### NOTICE OF SALE

\$ \_\_\_\_\_ [or principal amount issued] GENERAL OBLIGATION BONDS, SERIES 2011  
OF OCONEE COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2011 of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, 2011, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Sealed Bids: Each hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2011, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Bids: E-mail proposals may be e-mailed to the attention of Scott Moulder, Administrator, at email address: smoulder@oconeesc.com with a copy to \_\_\_\_\_.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. A single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

The Bonds: The Bonds will be issued in fully registered form; will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on April 1 and October 1 of each year, commencing \_\_\_\_\_, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30 day months.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: The Bonds maturing on or prior to April 1, 2020, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2021, shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20\_\_, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Registrar and Paying Agent: The Oconee County Treasurer or a bank designated by the purchaser and approved by the Chairman of the County Council will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bank Qualified: The County has designated the Bonds as "qualified tax exempt obligations"



under Section 265 of the Internal Revenue Code.]

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Purpose: The Bonds are issued for the purpose of defraying the costs of designing, constructing and equipping a new detention center in the County.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Financial Advisor:

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about \_\_\_\_\_, 2011, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: A copy of the Preliminary Official Statement in deemed final form and the Official Notice of Sale are available via the internet at \_\_\_\_\_ and will be furnished to any person interested in bidding for the Bonds upon request to Bond Counsel. Persons seeking information should communicate with:

<p>Kendra Brown  Assistant County Administrator  for Administrative Services and Finance  415 South Pine Street  Walhalla, SC 29691  Telephone: 864.638.4235  E-mail: kbrown@oconeesc.com</p>	<p>Daniel R. McLeod, Jr., Esquire  McNair Law Firm, P.A.  Post Office Box 447  Greenville, SC 29602  Telephone: 864.271.4940  E-mail: dmcleod@mcnair.net</p>
<p>[Financial Advisor]</p>	<p>Michael W. Burns, Esq.  McNair Law Firm, P.A.  Post Office Box 447  Greenville, SC 29602  Telephone: 864.271.4940  E-mail: mburns@mcnair.net</p>

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Oconee County, South Carolina

**SECTION 18. Preliminary and Final Official Statement.** The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

**SECTION 19. Continuing Disclosure.** The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

**SECTION 20. Filings with Central Repository.** In accordance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects

more than five (5%) of the County's revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code;

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied upon warrant or order of the Council for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 23. Federal Tax Covenants. The County covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

SECTION 24. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator and the Assistant County Administrator for Administration are hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 25. Miscellaneous. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A. as bond counsel in connection with the issuance of the Bonds. The County Council further authorizes the Chairman of County Council, County Administrator and the Assistant County Administrator for Administrative Services and Finance, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in

any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby authorizes the Chairman to County Council, to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 26. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 27. Effective Date.

This Ordinance shall become effective and enforced from and after

\_\_\_\_\_.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chairman, County Council  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Administrator, Oconee County, South Carolina

\_\_\_\_\_  
Clerk to County Council,  
Oconee County, South Carolina

Date of First Reading: November 9, 2010  
Date of Second Reading: November 23, 2010  
Date of Public Hearing:  
Date of Third Reading:

[Signature page]

## EXHIBIT A

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Oconee County, South Carolina (the “County”) in connection with the issuance of \$\_\_\_\_\_ [General Obligation Bonds, Series 2011 of Oconee County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to Ordinance No. \_\_\_ enacted by the County Council of the County on \_\_\_\_ \_\_, 20\_\_ (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Bonds” shall mean the \$\_\_\_\_\_ General Obligation Bonds, Series 2011, Oconee County, South Carolina, dated \_\_\_\_\_, 2011.

“Dissemination Agent” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean \_\_\_\_\_ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Depository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Depository” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in [2012], to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and

the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

#### SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

#### SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed

or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the

County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure



Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

Dated: \_\_\_\_ \_\_, 2011

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina  
Name of Bond Issue: \$\_\_\_\_\_ General Obligation Bonds, Series 2011,  
Oconee County, South Carolina  
Date of Issuance: \_\_\_\_\_, 2011

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

OCONEE COUNTY, SOUTH CAROLINA

[Signature page of Continuing Disclosure Certificate]

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on \_\_\_\_\_, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$17,000,000, the proceeds of which shall be applied to pay (i) the costs of designing, constructing and equipping a new detention center in the County (the "Project"), and (ii) the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2010-37**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF AN  
EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS  
CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING  
THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED  
TO THE SAME; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), is the owner of that certain tracts of land situate being more fully shown and designated on deeds recorded in the office of the Register of Deeds for Oconee County, South Carolina, in Deed Book 14W at page 38, Deed Book 843 at page 188, Deed Book 843 at page 194, and Deed Book 11-1 at page 114 (collectively, the “County Property”); and,

**WHEREAS**, for the purposes of current and possible future expansion of the Oconee County Airport, the County desires to have Blue Ridge Electric Cooperative, Inc. (“Blue Ridge”) move its power lines from their present location to a location more amenable to future use of public lands and the County Property; and,

**WHEREAS**, it is the County’s understanding and belief that in order to help further these goals, Blue Ridge wishes to acquire from the County, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land (“Right-of-Way and Utility Easement Area”) contained within and located upon the County Property and designated on a survey attached hereto as Exhibit A and incorporated herein by this reference (“Survey”); and

**WHEREAS**, in consideration of good and valuable consideration as stated in the easement agreement, attached hereto as Exhibit B and incorporated by this reference (“Easement Agreement”), the County desires to declare, create and establish a perpetual, non-exclusive right-of-way and utility easement for the benefit of Blue Ridge upon, over, through and across the Right-of-Way and Utility Easement Area by execution of the Easement Agreement; and,

**WHEREAS**, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the “Code”) authorizes the County to transfer or otherwise dispose of interests in real property.

**NOW, THEREFORE**, be it ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County Council hereby authorizes the conveyance to Blue Ridge of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized to negotiate minor changes to the terms and conditions of the Easement Agreement, so long as such minor changes are not materially adverse to Oconee County and so long as the final terms and conditions are substantially similar to the terms and conditions set forth in the Easement Agreement.
3. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute, enter into, and deliver all documents necessary for the completion of the actions authorized and directed in this Ordinance, including, but not limited to, the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Blue Ridge.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
5. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
6. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2010..

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading:           November 9, 2010  
Second Reading:       November 23, 2010  
Public Hearing:  
Third Reading:

**Exhibit A**

**[Attach Survey]**

**Exhibit B**

**[Attach Easement Agreement]**

STATE OF SOUTH CAROLINA            )  
  )  
  )                   EASEMENT AGREEMENT  
COUNTY OF OCONEE                    )

THIS EASEMENT AGREEMENT (“Agreement”) is entered into by and between Oconee County, South Carolina (“Grantor”) and Blue Ridge Electric Cooperative, Inc. (“Grantee”) as of \_\_\_\_\_, 2010.

WHEREAS, Grantor is the owner and holder of fee simple title to certain property located in Oconee County, South Carolina, the deed to which was recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 14-W at page 38, Deed Book 843 at page 188, Deed Book 843 at page 194, and Deed Book 11-1 at page 114 (collectively the “Grantor Property”); and,

WHEREAS, an Electric Line Right-of-Way Easement was recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 1121 at Page 103, in which the Oconee County Airport purports to grant the Grantee an electric line right-of-way as well as other rights and obligations; and,

WHEREAS, Grantee and Grantor desire to revoke and rescind the Electric Line Right-of-Way Easement recorded in Deed Book 1121 at Page 103, and replace the Electric Line Right-of-Way Easement recorded in Deed Book 1121 at Page 103 in order to properly grant Grantee a right-of-way and utility easement across the Grantor Property, to accurately reflect the transmission lines currently on the Grantor Property, and to address transmission lines to be built on the Grantor Property; and,

WHEREAS, to such ends, Grantee wishes to acquire from Grantor, and Grantor wishes to grant to Grantee, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as “Right-of-Way and Utility Easement Area” on a survey dated \_\_\_\_\_ and recorded in the office of the Register of Deeds for Oconee County, South Carolina on \_\_\_\_\_, 2010 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ (“Survey”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. REVOCATION OF EASEMENT. The Electric Line Right-of-Way Easement that was recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 1121 at Page 103 is hereby revoked and rescinded.

2. GRANT OF EASEMENT. Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as Right-of-Way and Utility Easement Area on the Survey, to construct, maintain, alter, repair and replace one or more electric transmission, distribution and communication lines, including, but not limited to, underbuild, towers, poles,



anchors and any necessary fixtures and wires attached thereto, footings, foundations, counterpoised underground wires, and all structures, appliances and antennas and electronic equipment necessary in connection therewith (the foregoing individually or collectively, the "Lines and Appurtenances"); together with the right to clear and keep clear all brush, timber and tree tops within the Right-of-Way and Utility Easement Area which might endanger any of the Lines and Appurtenances.

3. OWNERSHIP OF LINES AND APPURTENANCES. All Lines and Appurtenances shall remain the property of Grantee, removable at the sole option of Grantee at any time.

4. REMOVAL OF DANGER TREES. Grantee shall not remove trees located outside the Right-of-Way and Utility Easement Area ("Danger Trees") without prior written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Grantor's refusal to consent to the removal of one or more Danger Trees shall not be deemed unreasonable under this Agreement unless Grantee has provided Grantor a signed written statement by a registered and professionally licensed forester that the particular Danger Tree(s) in question pose a threat of injury or damage to the Lines and Appurtenances.

5. DAMAGE TO GRANTOR PROPERTY. Grantee shall endeavor to take advantage of roadways, streets, ditches, hedgerows and other characteristics of the Right-of-Way and Utility Easement Area so as to cause the least interference to Grantor's Property. All trees cut by Grantee by virtue of this Agreement shall become the property of Grantee and, except as directed by a local, state and/or federal agency, Grantee shall promptly remove all cut trees, brush, timber and tree tops cleared by Grantee from the Grantor Property, and Grantee shall restore the surface of disturbed ground to approximately the grade and shape of the surrounding land. The cost of any damage to the Grantor Property (other than to trees, brush, timber and tree tops cleared or removed pursuant to the terms of this Agreement) caused by Grantee, or Grantee's agents, employees or contractors shall be borne by Grantee; provided, however, that Grantor shall be entitled to repair such damage and seek reimbursement from Grantee.

6. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the Right-of-Way and Utility Easement Area.

7. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

8. AMENDMENT: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of the Oconee County, South Carolina.

9. NOTICES: Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

Oconee County  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

The following is the address for notice purposes of Grantee:

Blue Ridge Electric Cooperative, Inc.  
Attn.: Manager of Engineering  
734 West Main Street  
Pickens, South Carolina 29671

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

10. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

11. TIME OF ESSENCE: This is of the essence of this Agreement.

12. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Blue Ridge Electric Cooperative, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and Seal(s), this \_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESS:

GRANTOR:

Oconee County, South Carolina

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

GRANTEE:

Blue Ridge Electric Cooperative, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT  
(Pursuant to S.C. Code Section 30-5-30 (c))

I, \_\_\_\_\_, Notary Public for South Carolina, do hereby certify that  
Oconee County, by \_\_\_\_\_, its \_\_\_\_\_ personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by my hand this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT  
(Pursuant to S.C. Code Section 30-5-30 (c))

I, \_\_\_\_\_, Notary Public for South Carolina, do hereby certify that  
Blue Ridge Electric Cooperative, Inc., by \_\_\_\_\_, its  
\_\_\_\_\_ personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness by my hand this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:  
\_\_\_\_\_

November 8, 2010

Mr. Scott Moulder, County Administrator  
Oconee County, SC  
415 S. Pine Street  
Walhalla, SC 29691

Subject: Property Purchase - Expansion of the Westminster Branch Library

Mr. Moulder:

This is a follow-up letter from Library Director Sue Baldwin's earlier request for action. At a specially-called meeting of the Library Board of Trustees, on October 21, 2010, the members present unanimously voted in favor of the following:

"To ask County Council, or its staff, to promptly negotiate the purchase of the Davis property adjoining the Westminster Library (Tax Map No. # 538-11-07-003) for fair market value (\$45,000 or less), to allow planned expansion of the Oconee County Public Library's Westminster Branch."

You may recall the Library Board attempted to effect a three-way exchange with the City of Westminster, to include a portion of the Davis property. In the end, Mrs. Davis only wants her money, and decided against the exchange. The property is now actively for sale on the open market at \$45,000. There is \$20,000 budgeted for this, so the difference making up fair market value is needed, i.e., \$25,000, or less depending on the final price. There is a fully functional small brick office building on this site that would not be in the way of planned expansion. The building could be used or leased for other purposes.

We need the Council's approval to move forward, and ask for your direction in this regard. If we lose this purchase opportunity, the library branch in Westminster will be landlocked, not allowing for planned additions. Unless this can be handled through executive session or other means not to tip-off the seller, we request a short agenda presentation for the November 23<sup>rd</sup> Council meeting.

The OCPL was recently awarded a \$2,500 planning grant, and we need to get started ASAP. In fact, we are meeting with the architect November 15 at 3:00 PM to get this started.

Thank you for your prompt attention and guidance.

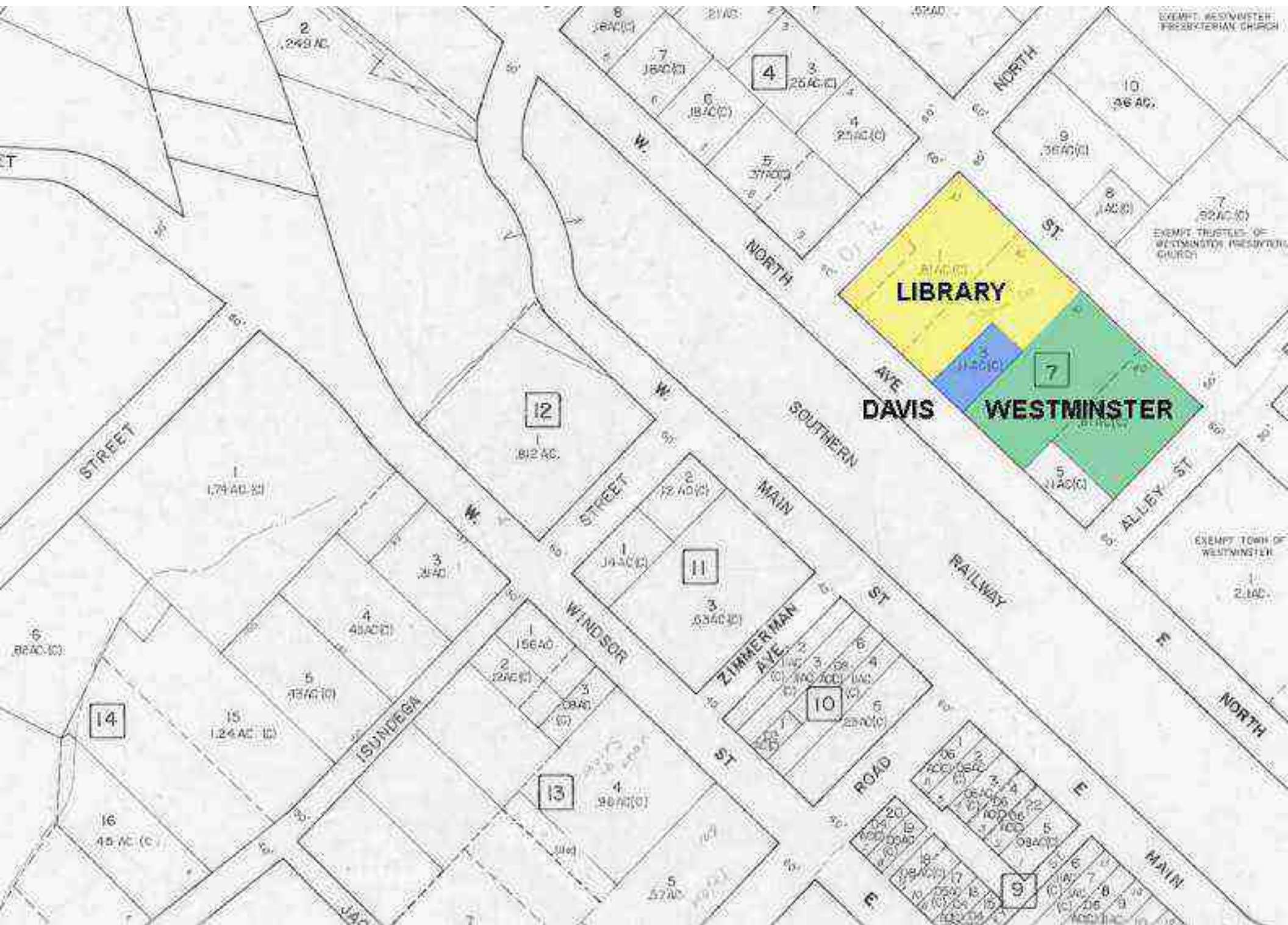
Respectfully yours,

OCONEE COUNTY PUBLIC LIBRARY - BOARD OF TRUSTEES



William J. "Biff" Kennedy, Jr., Chairman

cc: Reg. Dexra, Council Chair, District V  
Joel Thiff, Council Vice-Chair, District IV



**LIBRARY**

**DAVIS**

**WESTMINSTER**

EXEMPT. WESTMINSTER  
PRESBYTERIAN CHURCH

EXEMPT. TRUSTEES OF  
WESTMINSTER PRESBYTERIAN  
CHURCH

EXEMPT. TOWN OF  
WESTMINSTER

STREET

NORTH

NORTH

SOUTHERN

MAIN

WINDSOR

ZIMMERMAN  
AVE.

RAILWAY

S. ALLEY ST

NORTH

MAIN

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0.1840(C)

4  
0.2540(C)

10  
0.66 AC

9  
0.3640(C)

8  
0.140(C)

7  
0.9240(C)

12  
1.812 AC

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0.5340(C)

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0.1140(C)

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14

13

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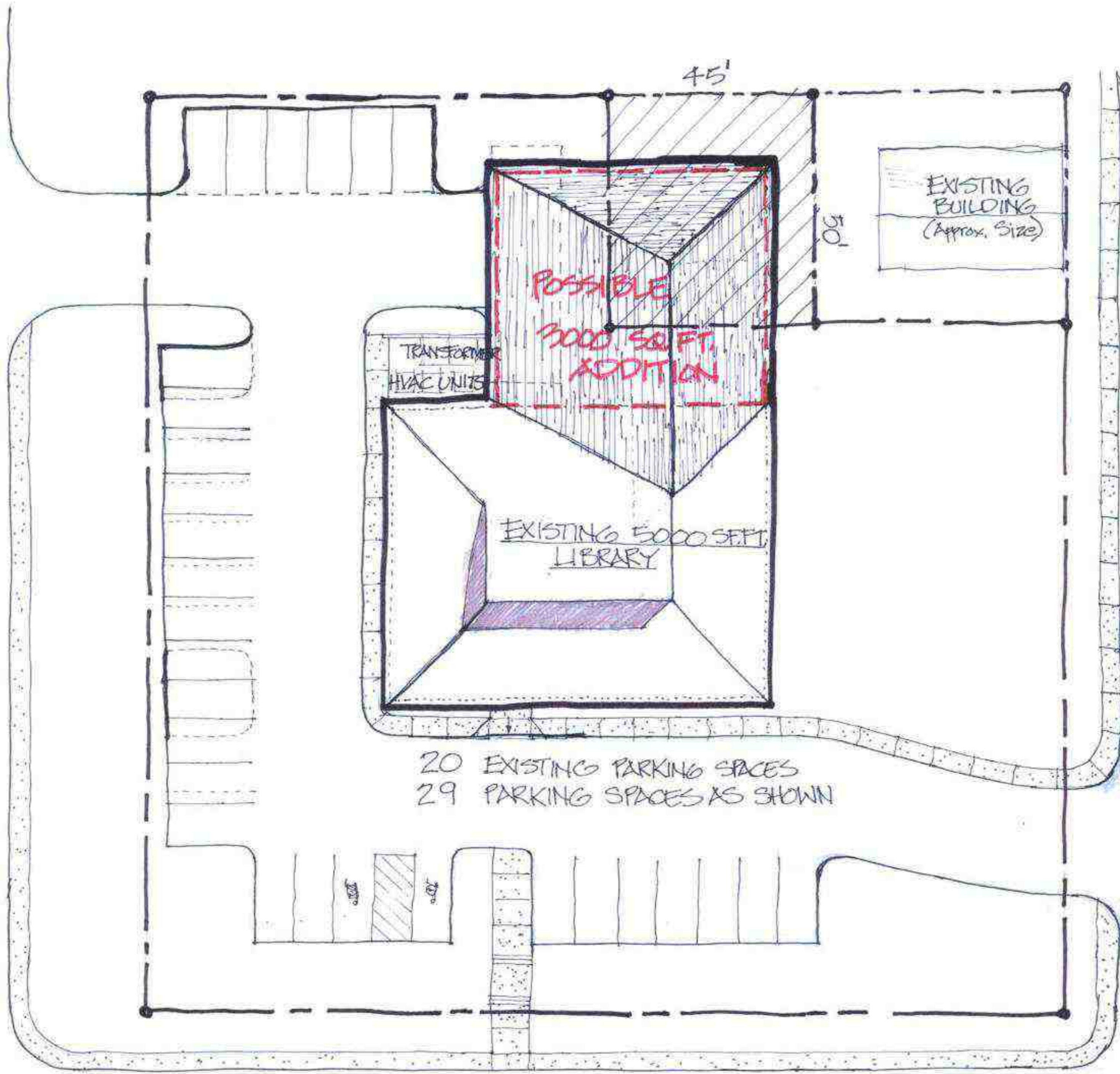
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108 W North Ave, Westminster, SC 29693

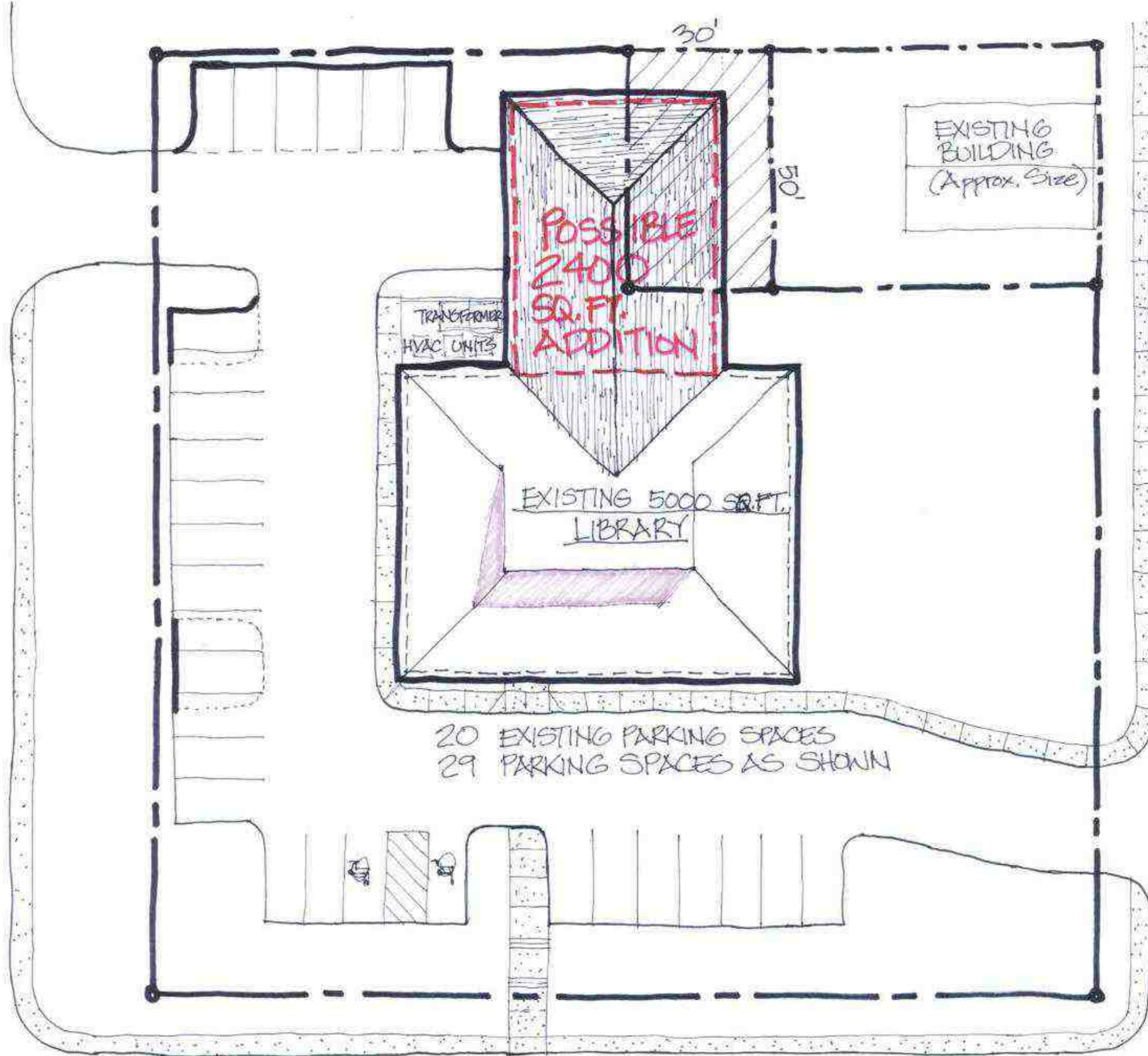


W. ABBEY ST.



SCHEME "A"

W. ABBEY ST.



SCHEME "B"





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 23, 2010  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of up to \$1,400 for full page advertisement in the 2011 Visitors Guide to the Upcountry South Carolina Magazine, which will be distributed state wide and regionally in SC, NC, GA, FL, TN & AL, nationally and internationally. This is a State PRT publication handled by the Discover Upcountry Carolina Association, one of the State's tourism regional offices.

**BACKGROUND OR HISTORY:**

The Visitors Guide to the Upcountry South Carolina Magazine is a tourism marketing publication published annually by the Discover Upcountry Carolina Association. 70,000 of these publications are produced annually and distributed throughout the State of South Carolina in Welcome Centers, Chambers of Commerce and other visitors' centers through the region, area parks, campgrounds and attractions, and at national and international travel and trade shows. The guide is also mailed to approximately 20,000 individuals responding to advertising and marketing campaigns.

Topics of Interest covered in the annual publication include attractions, scenic points of interest, recreation, arts & entertainment, festivals & special events, visitor information, shopping, accommodations, restaurants, real estate & relocation, conventions and maps.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: No, single source due to advertising specifically with the vendor, Discover Upcountry.

**STAFF RECOMMENDATION:**

Staff recommends approval of an expenditure of up to \$1,400.00 for a full page advertisement on the inside front cover in the Visitors Guide to the Upcountry South Carolina Magazine.

**FINANCIAL IMPACT:**

This project will not exceed \$1,400 with funds coming from the 75% portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current fund balance in the 75% Local Accommodations tax is \$24,706.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: CVB-up to \$1,400

**ATTACHMENTS- Discover Upcountry Magazine ( Give to Council Clerk)**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Phil Shirley, PRT Director  
Department Head/Elected Official

\_\_\_\_\_  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 23, 2010  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Request for Oconee County PRT to participate in the 2011 Atlanta Boat Show as an exhibitor January 13-16, 2011.

**BACKGROUND OR HISTORY:**

The PRT Department requests the use of up to \$6,000 from the 75% fund of the local accommodations tax for all costs associated with having an Oconee County booth at the upcoming Atlanta Boat Show. These funds will cover booth expenses, marketing materials, as well as travel, lodging and per diem for staff and PRT commission members to work the 4 day show from January 13-16, 2011. The CVB will also assist with personnel to manage the booth. This show averages 50,000 in attendance annually and provides an opportunity to showcase Oconee County and the surrounding lakes to the Atlanta region. Using funds to promote Oconee County in a way to generate publicity is an acceptable expenditure of local accommodations tax funds.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This will be our fourth year as an exhibitor at the Atlanta Boat Show. It is great exposure to the Atlanta Market for Oconee County.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Approval of use of local accommodations tax funds for operating an Oconee County trade show booth at the 49<sup>th</sup> Atlanta Boat Show January 13-16, 2011.

**FINANCIAL IMPACT:**

Up to \$6,000 with all funds coming from the 75% fund of the Local Accommodations Tax. The existing balance of the 75% fund is \$24,706.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

\_\_\_\_\_  
**Phil Shirley, PRT Director**  
Department Head/Elected Official

**Approved for Submittal to Council:**

\_\_\_\_\_  
Scott Moulder, County Administrator

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